

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION**

REPUBLIC SERVICES OF INDIANA)
LIMITED PARTNERSHIP,)

Plaintiff,)

vs.)

COE HEATING & AIR CONDITIONING,)
INC.)

Defendants.)

Case No. 1:21-cv-108-HAB-SLC

**DEFENDANT COE HEATING & AIR CONDITIONING, INC.’S DESIGNATION OF
EVIDENCE SUPPORTING COE HEATING & AIR CONDITIONING, INC.’S MOTION
FOR SUMMARY JUDGMENT**

COMES NOW Defendant, Coe Heating & Air Conditioning (“Coe”), by counsel,
Christopher J. Uyhelji and Martin J. Gardner of Gardner & Rans P.C., and in support of its
Motion for Summary Judgement submits the following Designation of Evidence:

1. Deposition of Trevor Miller and Korte Proposal, attached in relevant part as Exhibit A;
2. Deposition of Louis Inendino, attached in relevant part as Exhibit B;
3. Deposition of Terry Reader, attached in relevant part as Exhibit C;
4. Deposition of Samir Dizdarevic, attached in relevant part as Exhibit D;
5. Deposition of Justin Davis, attached in relevant part as Exhibit E;
6. Deposition of Ron Dantzer, attached in relevant part as Exhibit F;
7. Deposition of Michael Agosti, attached in relevant part as Exhibit G;
8. Deposition of Scott Jones, attached in relevant part as Exhibit H;
9. Michael Agosti’s Report, attached as Exhibit I;

10. Michael Vergon's Report, attached as Exhibit J;
11. Laurel Mason's Report, attached as Exhibit K;
12. Deposition of Michael Vergon, attached in relevant part as Exhibit L;
13. Sharee Wells' Deposition and Technical Data Sheet, attached in relevant part as Exhibit M;
14. Scott Jones' Expert Report, attached as Exhibit N;
15. Deposition of Laurel Mason, attached in relevant part as Exhibit O;
16. Deposition of James Foster, attached in relevant part as Exhibit P;
17. Deposition of John Diggle, attached in relevant part as Exhibit Q;
18. Deposition of Nicolaus Ozog, attached in relevant part as Exhibit R;
19. Deposition of David Abraham, attached in relevant part as Exhibit S;
20. David Abraham's CV and Report, attached as Exhibit T;
21. Deposition of Kenneth Itles, attached in relevant part as Exhibit U;
22. Plaintiff's Amended Complaint, previously submitted to the Court;
23. Defendant's Answer to Plaintiff's Amended Complaint, previously submitted to the Court.

Respectfully submitted,

/s/ Christopher J. Uyhelji

Christopher J. Uyhelji, Attorney No.: 28814-53

Martin J. Gardner, Attorney No.: 11557-49

Gardner & Rans P.C.

117 Perspective Drive Suite 2

Granger, Indiana 46530

Phone: (574) 233-6035

cuyhelji@gardnerandrans.com

mgardner@gardnerandrans.com

Attorneys for Defendant

Coe Heating & Air Conditioning, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 28th day of April, 2023 a true and complete copy of the above and foregoing pleading or paper was made upon each party or attorney of record herein by depositing same in the United States Mail in envelopes properly addressed and with sufficient postage affixed, electronic mail or the CM/ECF system thereto:

Thomas Jones
James E. Zoccola
Lewis & Kappes
One American Square, Suite 2500
Indianapolis, Indiana 46282-0003
TJones@lewis-kappes.com
JZoccola@lewis-kappes.com

Date: April 28, 2023

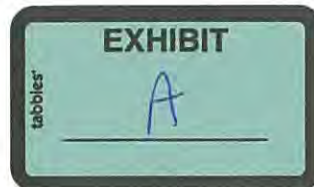
/s/ Christopher J. Uyhelji
Christopher J. Uyhelji, #28814-53

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF INDIANA
3 FORT WAYNE DIVISION
4 CIVIL ACTION NO. 1:21-cv-00108
5 REPUBLIC SERVICES OF INDIANA,)
6 LIMITED PARTNERSHIP,)
7)
8 Plaintiff,)
9)
10 -vs-)
11)
12 COE HEATING & AIR CONDITIONING,)
13 INC.; and GAS-FIRED PRODUCTS,)
14 INC. d/b/a SPACE-RAY,)
15)
16 Defendants.)
17)
18)
19)
20)
21)
22)
23)
24)
25)

REMOTE DEPOSITION OF TREVOR MILLER

The deposition upon oral examination of
TREVOR MILLER, a witness remotely sworn before me,
Janine A. Ferren, RMR, CRR, CSR-IL No. 84-4852,
Notary Public in and for the County of Hamilton,
State of Indiana, taken on behalf of the Defendant,
at the offices of Korte Does It All, 10920
Stellhorn Road, New Haven, Allen County, Indiana,
on the 21st day of October, 2022, scheduled to
commence at 10:30 a.m., pursuant to the Federal
Rules of Civil Procedure with written notice as to
time and place thereof.

Job No. CS5542196



1 on December 19, 2018, or before, had Kyle Orr or
2 anyone else associated with Republic told you
3 that the reason that their Modine room
4 combustion open flame heaters weren't working or
5 weren't working correctly?

6 A No.

7 Q Did they ever tell you they were clogging with
8 blue spray paint?

9 A No.

10 MR. GARDNER: That's all the questions I
11 have for you. Other lawyers may have some.

12 Thank you.

13 THE WITNESS: Okay.

14 CROSS-EXAMINATION,

15 QUESTIONS BY JAMES W. HEHNER:

16 Q Trevor, my name is Jim Hehner. As I told you at
17 the very beginning, I represent Gas-Fired
18 Products doing business as Space-Ray.

19 A Uh-huh.

20 Q One of the reasons you go out and look in the
21 room and look around for sizing, I assume, is to
22 make sure that there's sufficient size and
23 clearance for the products you want to install;
24 is that right?

25 A That is correct.

1 Q Did you conclude that there was sufficient
2 clearance to properly and safely be able to
3 install closed infrared tube heaters in that
4 room, based on the size and the measurements you
5 observed?

6 A Yes.

7 Q If, in fact, Gas-Fired Products, doing business
8 as Space-Ray, closed infrared tube heaters had
9 been installed in there, would that have been an
10 appropriate application, installation, and safe,
11 in your opinion, for --

12 A Yes, in my opinion, yes.

13 MR. JONES: Objection to form.

14 Q I'm not going to lead you.

15 If, in fact, the evidence shows that
16 gas-fired closed infrared tube heaters had been
17 installed, do you have an opinion as to whether
18 that would have been a safe application?

19 MR. JONES: Jim, my objection is just that
20 I think it calls for an expert.

21 MR. HEHNER: I'll let him answer it again.
22 He already said yes, didn't you?

23 BY MR. HEHNER:

24 Q You shook your head. When you shook your head,
25 does that mean yes?

1 A I do not recall if he chose -- I cannot put that
2 on someone else. I do not remember.

3 Q Oh.

4 A Okay?

5 Q But there was a discussion about it, about the
6 options?

7 A Correct.

8 Q And it sounds to me like, whenever these
9 gas-fired tube heaters, not only at Republic's
10 fleet maintenance buildings but at other places,
11 due to lack of propane or lack of pressure or no
12 propane that can build up the soot, there's a
13 safety system inside that makes them stop
14 working; right?

15 A Correct.

16 Q So the buildup of soot is going to make a
17 gas-fired closed infrared tube system stop
18 working instead of catching on fire; right?

19 A Correct.

20 Q You mentioned the installation of a double
21 split? I think that's what you said.

22 A Mini.

23 Q Mini split.

24 Where was that installed at?

25 A At the temporary locker room after the fire.

1 Q Your diagram where you have your measurements,
2 it's at KORTE 00009, did you write at the top 30
3 by 60 by 15 feet 4 inches tall?

4 A Correct.

5 Q So the ceiling was just over 15 feet high?

6 A Correct.

7 Q You felt that that ceiling height gave
8 sufficient space for these gas-fired infrared
9 tube heaters to be suspended from the ceiling
10 and meet required social distance to materials;
11 right?

12 A Correct.

13 Q As part of your training, experience, knowledge
14 base, et cetera, education in the realm of
15 heating and cooling systems, including infrared
16 gas tube heaters, have you heard the term "spray
17 booth"?

18 MR. JONES: Objection to form.

19 A Yes.

20 Q You didn't recommend or estimate infrared gas
21 tube heaters for Republic's spray booth, did
22 you? They didn't have a spray booth in that
23 room, did they?

24 A No. They had a room that they were painting in.

25 MR. JONES: Marty, if I could -- I don't

1 know if you're going to go on any more questions
2 about that, but I would just have a standing
3 objection on that, if it's easier. I don't know
4 if you have any more questions on that. I don't
5 want to keep interrupting.

6 MR. GARDNER: I don't really have more
7 questions.

8 MR. HEHNER: I would ask, Tom, what is your
9 objection?

10 MR. JONES: I think it calls for expert
11 opinion. I think it's also leading, lacks
12 foundation.

13 MR. HEHNER: So part of it is form on
14 leading, okay.

15 MR. GARDNER: So let me work with it a
16 little bit more.

17 MR. JONES: I didn't mean to interrupt you,
18 Marty. I'm just preserving it.

19 MR. GARDNER: I understand.

20 BY MR. GARDNER:

21 Q So how long have you been in the field of
22 heating and air conditioning, Trevor?

23 A Nine years.

24 Q And four of the years you were certified and
25 qualified to be a technician to work on closed

1 years; right?

2 A Correct.

3 Q So you've been out in the field doing these
4 things; right?

5 A Yes.

6 Q Have you worked for any other companies besides
7 Korte doing this?

8 A Yes.

9 Q Who else?

10 A A & A Mechanical.

11 Q Do they do the same thing as Korte?

12 A Yes.

13 Q What years were you employed with A & A
14 Mechanical?

15 A 2011, 2012.

16 Q Any other employers in the realm of heating and
17 cooling systems?

18 A No.

19 Q Have the opinions you've expressed today been
20 based on your knowledge, skill, experience,
21 training, and/or education in the field of
22 heating and cooling?

23 A Yes.

24 MR. GARDNER: That's all I have.
25

1 RECROSS-EXAMINATION,

2 QUESTIONS BY JAMES W. HEHNER:

3 Q Trevor, I had a couple just to circle back on
4 something Marty was asking you before. I'm not
5 going to ask this question leading.

6 Was this area a spray booth, in your
7 opinion?

8 A No.

9 MR. JONES: Jim, I'm just objecting because
10 Marty's stated before that that's a term of art
11 that's subject to definition through different
12 associations.

13 MR. HEHNER: I understand, but I'm working
14 around --

15 Trevor, ignore what I'm saying here because
16 I'm talking to Thomas.

17 I'm working around your form objection.
18 Okay? So I'm asking if he believes it was a
19 spray booth.

20 MR. JONES: Got it.

21 BY MR. HEHNER:

22 Q You can answer the question, Trevor.

23 A And I said no.

24 Q Thank you very much.

25 You also said in some questioning that

1 STATE OF INDIANA)

) SS:

2 COUNTY OF HAMILTON)

3 I, Janine A. Ferren, a Notary Public in and
4 for the County of Hamilton, State of Indiana at
5 large, do hereby certify that TREVOR MILLER, the
6 deponent herein, was by me first remotely sworn to
7 tell the truth, the whole truth, and nothing but
8 the truth in the aforementioned matter;

9 That the foregoing deposition was remotely
10 taken on behalf of the Defendant, at the offices of
11 Korte Does It All, 10920 Stellhorn Road, New Haven,
12 Allen County, Indiana, on the 21st day of October
13 2022, commencing at the hour of 10:33 a.m.,
14 pursuant to the Federal Rules of Civil Procedure;

15 That said deposition was taken down
16 stenographically and transcribed under my direction
17 as accurately as possible, considering the quality
18 of the videoconference communication, and that the
19 typewritten transcript is a true record of the
20 testimony given by the said deponent; that the
21 signature of said deponent to his deposition was
22 waived by the deponent and all parties present, the
23 deposition to be read with the same force and
24 effect as if signed by him;

25 That the parties were represented by their

counsel as aforementioned.

I do further certify that I am a disinterested person in this cause of action; that I am not a relative or attorney of any party, or otherwise interested in the event of this action, and am not in the employ of the attorneys for any party.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this 31st day of October, 2022.



Janine A. Ferren

Seal, Notary Public
State of Indiana

My Commission Expires:
April 22, 2024

Janine A. Ferren

Commission No. NP0681591

County of Residence:
Hamilton

Proposal

(260) 493-1604 Fax
(260) 493-2596 Phone
10920 Stellhorn Road
New Haven, IN 46774



- 24 Hour Service
- www.kortedoesitall.com
- Celebrating 50 Years Svc.
- Residential & Commercial
- Family Owned & Operated
- PC88600961

PROPOSAL SUBMITTED TO (INCLUDE ADDRESS & PHONE)

Republic Services 442-3-3243
6231 MacBeth Rd
Fort Wayne, IN 46809

JOB INFO/DATE

korr@republicservices.com

We Propose: hereby to furnish material and labor - complete in accordance with below specifications:

Remove existing hanging unit heaters in the paint shop.

Install two 100k BTU LP gas infrared tube heater with 30 ft. tube, new thermostat for each and combustion air ducts.

Reconnecting to existing gas line, electrical and flue piping

Install one 50k BTU LP gas infrared tube heater along the back side of the paint shop, new thermostat and combustion air duct. Connect for gas line

The total investment to perform the above work will be \$ [REDACTED]

Three years parts warranty

One year labor warranty



All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Payment due as follows: Upon Completion

Authorized Signature: Trevor Miller

Valid for: 30 days.

Acceptance of Proposal & Work Authorization: I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you to perform the above work and to use such labor and materials as you deem advisable. Unless prior authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 BILLING CHARGE is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract and agree to be bound by all the terms contained herein. In case of repair work, all old parts will be removed from premises and discarded, unless otherwise specified herein.

Signature: _____

Date: _____

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,)
LIMITED PARTNERSHIP,)

Plaintiff,)

v.)

) CASE NO. 1:21-CV-00108

COE HEATING & AIR)
CONDITIONING, INC.; and)
GAS-FIRED PRODUCTS, INC. d/b/a)
SPACE-RAY,)

Defendants.)

The Deposition of LOUIS V. INENDINO (via Zoom)
Date: Thursday, March 9, 2023
Time: 11:07 AM
Place: All the parties appeared remotely.

Called as a witness by the Defendants,
in accordance with the Federal Rules of Civil
Procedure, Rules of the United States
District Court, Northern District of Indiana,
pursuant to notice duly served.

Before Ann S. Hunsberger, Court Reporter
Notary Public, Elkhart County, Indiana
Job No. CS5768444



1 Tell me if I'm reading this right. "Main circuit
2 panel at southeast corner." Did I read that right?

3 A Yes, sir.

4 Q Then you wrote, "Heaters were mounted approximately
5 9 feet above the slab floor"; correct?

6 A Yes, sir.

7 Q Have you ever learned any information to the
8 contrary that they're mounted higher than that?

9 A If I did, I cannot recall at this time.

10 Q Okay. The next thing you wrote on page 3 of 3 of
11 your notes dated March 3, 2020, was "Paint on,
12 quote, 'mist,' quote, would go up approximately
13 24 inches, then come back down."

14 Did I read that right, Lou?

15 A Yes. Would go up approximately 24, then come back
16 down.

17 Q Down to the floor; right?

18 Well, you didn't write the word. You meant
19 down like towards the floor?

20 A Due to gravity, yes.

21 Q Yes. And then you wrote -- and, again, this seems
22 to be coming from Fred Jones "Sprayer not too old
23 from Sherwin Williams airless." Do you see that?

24 A Yes, I do.

25 Q And then you wrote, "Could not spray up and hit

CERTIFICATE

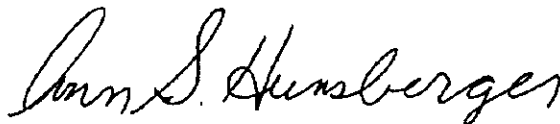
I, Ann S. Hunsberger, a Notary Public, in and for the County of Elkhart and State of Indiana, hereby certify:

That LOUIS V. INENDINO, appeared before me on Thursday, March 9, 2023, and was duly sworn or affirmed to testify the truth, the whole truth, and nothing but the truth to questions propounded at the taking of the foregoing deposition in a cause now pending and undetermined in said court;

That I further certify I then and there reported stenographically the proceedings at the said time and place; that the proceedings were then transcribed from my original shorthand notes; and that the foregoing typewritten transcript is a true and correct record thereof;

That I am not a relative, employee, attorney, or counsel; nor a relative or employee of such attorney or counsel for any of the parties hereto, nor am I interested directly or indirectly in the outcome of this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal this 22nd day of March, 2023.



Ann S. Hunsberger
Notary Public, State Of Indiana
Residence: Elkhart
My Commission Expires: February 9, 2025

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

v.

Case No.:

COE HEATING & AIR CONDITIONING,
INC.; and GAS-FIRED PRODUCTS,
INC. d/b/a SPACE-RAY,
Defendants.

1:21-CV-00108

DEPOSITION OF TERRY READER

DATE: Wednesday, October 26, 2022

TIME: 10:48 a.m.

LOCATION: Whitley County Courthouse

101 West Van Buren Street

Columbia City, IN 46725

REPORTED BY: Andrew Pronschinske, Notary Public

JOB NO.: 5547497



1 Q Okay. Did you occasionally, from time to
2 time when you were employed at Republic, repair blue
3 dumpsters?

4 A Oh, yeah.

5 Q Okay. But you think you repaired more brown
6 ones than blue ones?

7 A 40/60, 50/50.

8 Q Pretty close?

9 A Yeah. It was all over.

10 Q But you think the brown ones have brown
11 paint on them? Is that what you're saying?

12 A They was blue when they left. Everything
13 had to be converted to blue.

14 Q Okay. But you definitely used your plasma
15 torch and your acetylene torch on blue dumpsters?

16 A Yes.

17 Q And they had been painted previously and
18 been out in the field and came back in for repairs?

19 A Yes.

20 Q Okay. And did you have a lot of dumpsters
21 catch on fire, the blue paint catch on fire when you
22 were using your plasma torch and your acetylene torch?
23 I'm talking about the dumpster itself, not the
24 contents.

25 A The paint itself catch on fire?

1 Q Yeah.

2 A No.

3 Q Okay. And you weren't -- while you were
4 using your plasma torch or your acetylene torch as
5 high as 3,000 degrees, you didn't have a fire
6 extinguisher sitting next to you so you -- make sure
7 the blue paint didn't catch up on fire and burn the
8 dumpster up; right?

9 A Yes, we had fire extinguishers.

10 Q Was it so you could spray blue paint? Put a
11 fire out that's from blue paint?

12 MR. JONES: Objection to form.

13 Q Let me retract the question.

14 Did a dumpster ever catch on fire -- just
15 the blue dumpster itself. I'm not talking about the
16 contents -- when you were using a plasma torch or an
17 acetylene torch?

18 A No.

19 Q Okay. I'm going to show you what we've had
20 marked as Exhibit F.

21 (Exhibit F was previously marked for
22 identification.)

23 It's a lot of photos, but just the first
24 couple of pages. I didn't bring an extra copy for
25 myself.

1 BY MR. GARDNER:

2 Q When you say "paint booth," what do you
3 mean?

4 A It has its own ventilation system and no
5 heating system in it.

6 Q All right. You've seen that in other
7 places?

8 A Um-hum.

9 Q Yes?

10 A Yes. But that's what --

11 Q What place did you see that at?

12 A I used to work at a place called MTI.
13 We -- bucket trucks and I used to be a painter there,
14 actual painter there.

15 Q So you have painted inside of a defined
16 spray booth?

17 A Yes.

18 Q And was the painting done at Republic's
19 facility to Building Number 1 done in a defined paint
20 booth?

21 A No.

22 Q Okay. You never used a welder inside of the
23 paint booth at MTI; did you?

24 A No.

25 Q And you never used a plasma or acetylene

1 torch inside of the paint booth at MTI; did you?

2 A No.

3 Q Okay. I might have asked this already, but
4 between 2012 when you started and 2019 when you left
5 after they fired you, did you ever see that blue paint
6 catch on fire either in a liquid state or a dry state?

7 A No.

8 Q Okay. Was there ever any talk in the shop
9 about we got to be careful about this blue paint when
10 it dries because it's going to catch on fire?

11 A No.

12 Q Okay. Do you remember, Terry, how many
13 square heaters were in Building Number 1 before the
14 fire?

15 A I believe there was three in this one. One
16 in this one.

17 MR. GARDNER: And for the record, then,
18 when he said there's three in this one, he was
19 pointing at --

20 THE WITNESS: In Building 1.

21 BY MR. GARDNER:

22 Q And then in Building 2, there's a big white
23 garage door?

24 A Right. And that was part -- this was both
25 part of a --

1 Q Upper --

2 A Yeah, like --

3 Q Container shop?

4 A Right.

5 Q Was there a dividing wall though, Terry,
6 between Building 1 and Building 2?

7 A Yes.

8 Q And so, just to be clear, there were three
9 overhead heaters in Building 1 where the painting
10 occurred, and one overhead heater in part of Building
11 2 where painting did not occur?

12 A Right.

13 Q Would that be accurate, what did occur in
14 Building Number 2 in the area that would be accessed
15 by the white garage door?

16 A We repaired cans.

17 Q Welding and cutting and such?

18 A Yeah. There too.

19 Q Okay. And in Exhibit D, do you see any blue
20 paint on the ceiling of Building Number 1?

21 A No.

22 Q Do you see any blue paint above the
23 horizontal blue line about halfway up the wall?

24 A No.

25 Q Did you ever see Dale get reprimanded for

1 system utilized after the fire, across the parking
2 lot, in what was the wash bay?

3 A Yes.

4 Q Okay. So it's an airless system?

5 A Yes.

6 Q It's not spraying all over the place?

7 A Yeah. Yes.

8 Q Have you ever purposely tried to burn the
9 blue Sheboygan paint when it was dry, the paint was
10 dry?

11 A Yes.

12 Q Did it catch on fire?

13 A Not -- combustible. Well, I mean you can
14 burn it off, but --

15 Q But it wouldn't make a fire?

16 A No. Not a combustible.

17 Q Did you do that -- let me just try to make
18 you laugh here. It just sounds like what I would do
19 when I was a kid.

20 Did you do that for fun or as an experiment,
21 like, when you're trying to see if it would burn?

22 A Oh, no. It was to clean the paint off
23 to -- so we could weld it.

24 Q Okay. Would you always need clean the blue
25 Sheboygan paint off the dumpsters before you weld?

1 1 A I did. What everybody else would do was
2 2 just -- the wall through it.

3 3 Q Just weld right through the blue paint?

4 4 A Yeah.

5 5 Q I want to make sure I got this clear. To
6 6 weld right through the blue paint?

7 7 A Tried to, yeah.

8 8 Q And cut through the dried blue paint; right?

9 9 A Yeah.

10 10 Q And you never saw catch it on fire?

11 11 A Yeah.

12 12 Q No; right?

13 13 A No, never caught on fire.

14 14 Q I'm way closer to the end than the
15 15 beginning.

16 16 Within your employment records there is a,
17 17 I'll call it a write-up, dated February 6th of 2019.
18 18 I think it's by John Shatto and your signature's on it
19 19 too. And there's a comment typed in that says
20 20 "Smoking must be kept in the smoking area only."

21 21 Do you remember that coming up in one of
22 22 your performance reviews? This one was 2018, by the
23 23 way.

24
25 24 A Probably.

1 A Yes.

2 Q Okay. And did at any time while you were
3 using your plasma cutter, your acetylene torch, or
4 your MIG welder, did any of the blue paint on the
5 floor catch on fire?

6 A No.

7 Q Could you sweep the floor and get some of
8 that blue dust off? Was there, like, blue dust on the
9 floor?

10 A Yes.

11 Q And when you would weld or use your
12 acetylene or plasma torches near floor level, would
13 there be paint dust on the ground, blue paint dust?

14 A Yes.

15 Q And that never caught on fire?

16 A No.

17 MR. GARDNER: Terry, it's been
18 extremely nice to meet you. I don't have any more
19 questions.

20 THE WITNESS: Okay.

21 MR. GARDNER: Thomas or Ben might have
22 questions for you.

23 MR. JONES: Ben?

24 MR. KATCHUR: Yeah. I'm going to be
25 pretty quick.

1 In 2018, was it your regular practice to
2 smoke indoors while at work?

3 A Yeah, I smoked inside once in a while.

4 Q Once in a while? Would you say regularly?

5 A No.

6 Q Do you know or do you recall whether or not
7 anybody smoked indoors at Republic's facility on
8 March 19, 2018?

9 A Yeah. People did it.

10 Q Do you know specifically on March 19th of
11 2018 if anybody specifically -- do you have any
12 recollection on that particular day whether or not you
13 remembered seeing anybody smoking inside?

14 MR. GARDNER: Thomas, 2019. You said
15 '18.

16 BY MR. JONES:

17 Q I'm sorry. 2019.

18 A No, I don't specifically remember who or
19 what --

20 Q I'm just about done.

21 MR. JONES: That's all I've got.
22 Marty, if you've got other questions?

23 MR. GARDNER: I just have a couple.

24 //

25 //

CERTIFICATE OF TRANSCRIBER

I, ANNE BROWN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

Anne Brown

ANNE BROWN

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

v.

Case No.

COE HEATING & AIR CONDITIONING,
INC.; and GAS-FIRED PRODUCTS,
INC. d/b/a SPACE-RAY

1:21-CV-00108

Defendants.

VIDEOCONFERENCE DEPOSITION OF
SAMIR DIZDAREVIC

DATE: Monday, October 31, 2022

TIME: 1:12 p.m.

LOCATION: Remote Proceeding

Indianapolis, IN 46204

REPORTED BY: Andrew Pronschinske, Notary Public

JOB NO.: 5542223



1 after seeing smoke?

2 A Yes, sir. He did.

3 Q Did anyone else go in, to your knowledge?

4 A Not that I can recall. I don't think so.

5 Q So after you exited, you were moving the
6 vehicles, what did you do next?

7 A It's, pretty much, after you -- after we
8 moved the vehicles, I called 9-1-1. The security
9 guard called 9-1-1. I mean, I'm pretty sure a couple
10 other people called 9-1-1.

11 Q So initially you said you didn't see any
12 flames. Did you, at some point in time, see flames
13 coming from the operations building?

14 A Yes. You could see the flames. As soon as
15 we got done pulling the supervisor trucks away from
16 the south side of that building, you could see flames.
17 The very tip top of the building where the roof and,
18 you know, obviously, the rafters meet, you could see
19 flames coming out there. And then from the overhead
20 doors, the closest one to the exterior of that
21 building on the south side, that one had flames coming
22 out of it as well.

23 Q Did you take any videos or pictures of the
24 fire as it was occurring?

25 A Yes, I did. But I've got a new phone. At

1 your maintenance --

2 A No, sir.

3 Q Okay. Is that something that you're
4 required to do as a supervisor there?

5 A Yes and no. Because they didn't really have
6 a designated, like, policy on smoking. And they
7 didn't have one where it was, you know, hey, you had a
8 designated area to go to and smoke. So no, like I
9 said, it's, -- you know, they really didn't have a
10 policy for that.

11 Q And by "they," you mean Republic?

12 A Yes. Republic Services did not have a
13 policy.

14 Q And that's for the entire time you worked
15 there from 2016 to 2022?

16 A Yes, sir.

17 Q So the smoke outside, do you know where that
18 came from at Republic?

19 A Which smoke are you referring to?

20 Q No, you just said that people smoke outside
21 the buildings. Do you know who gave that directive at
22 Republic during your time there?

23 A No, sir. I didn't --

24 Q Okay. And so you called the police, you
25 called Kyle, you called your maintenance manager. Did

1 MR. ZOCCOLA: I'm just going to object
2 to form, real quick. Real quick, Samir, let me --

3 I think that misstates what he said
4 earlier, Jim. But I'll just -- I'll object to form.

5 MR. HEHNER: Sure. Well, he said yes.

6 Let me -- I'll just ask it a different
7 way, Samir. Us attorneys, we have all these rules we
8 follow, so I'm going to ask it a slightly different
9 way. Can you hear me okay? Is my audio fine?

10 THE WITNESS: Yes, sir. Yes. Yes,
11 sir. You're fine.

12 BY MR. HEHNER:

13 Q Did you see flames coming out of either of
14 the garage doors on the southern side of that
15 building?

16 A Yes, sir.

17 Q And which -- was it both, one; can you
18 explain that for me?

19 A It was the furthest one away from the main
20 entrance to the operations building. So there was a
21 door to get into the operations building, and then to
22 the left of it, I believe, there was a ten-foot, you
23 know, overhead door. And then there was an additional
24 10-foot overhead door that was right there, I believe,
25 so if I recall. That building is pretty old, so.

1 Q I'm sorry. So it would be the one to the
2 further south; is that correct?

3 A Yes, sir. The further south. Yes, sir.
4 That door.

5 Q Let's be clear on our orientation. The
6 maintenance building that you worked in was a building
7 that sort of generally ran in a northerly and
8 southerly direction, but on the east side of the
9 parking lot; is that correct?

10 A Yes, sir. Yes. Correct.

11 Q And this building, where the fire occurred,
12 is a building that ran in a northerly-southerly
13 direction, but on the west side of the parking lot;
14 correct?

15 A Yes, sir. Correct.

16 Q And the painting area that you've been
17 referring to was on the southern end of that building;
18 correct?

19 A Yes, sir. Correct.

20 Q All right. You mentioned that there
21 were -- that you had seen -- that there was a couple
22 of welding setups in that painting area; am I correct?

23 A Yes, sir.

24 Q Did you say there was oxygen as part of that
25 setup?

CERTIFICATE OF TRANSCRIBER

I, JENNIFER MOSS, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

A handwritten signature in black ink, appearing to read 'Jennifer Moss', with a long horizontal flourish extending to the right.

JENNIFER MOSS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION
Case Number 1:21-cv-00108

REPUBLIC SERVICES OF INDIANA,)
LIMITED PARTNERSHIP,)
)
Plaintiff,)
)
-vs-)
)
COE HEATING & AIR CONDITIONING,)
INC.; and GAS-FIRED PRODUCTS, INC.)
d/b/a SPACE-RAY,)
)
Defendants.)

30(b)(6) REMOTE DEPOSITION OF JUSTIN DAVIS

on behalf of

REPUBLIC SERVICES OF INDIANA, LP

The 30(b)(6) remote deposition upon oral examination of JUSTIN DAVIS, on behalf of Republic Services of Indiana, LP, a witness remotely sworn by me, Tara Gandel Hudson, RPR, CRR, a Notary Public in and for the County of Hancock, State of Indiana, taken on behalf of the Defendant Coe Heating and Air Conditioning, Inc. with the witness located in Indianapolis, Marion County, Indiana, on the 16th day of December, 2022, scheduled to commence at 11:45 a.m., pursuant to the Federal Rules of Civil Procedure with written notice as to the time and place thereof.
Job No. CS5602008



1 March 19, 2019 in the daytime?"

2 "Answer: No."

3 In context for you, Justin, the storage
4 room he and I were discussing in that deposition
5 was in the far south side of Building Number 1.
6 There was a partition separating it from where
7 they actually did the painting.

8 Are you following me?

9 A Yes.

10 Q Okay. Then I asked him on page 61, line 21 --
11 he was under oath:

12 "Question: Were there any flammable
13 liquids or solvents of any kind in Building
14 Number 1 in the paint room section on the day of
15 the fire?"

16 He answered with a question:

17 "Answer: Any flammable liquids?

18 On page 62 I followed up:

19 "Question: Liquids or solvents."

20 "Answer: No, I don't believe so."

21 You would defer to that answer as being
22 correct?

23 A Yes, I would defer to his answer as being
24 correct.

25 Q Okay. When you say "I," you understand you're

1 BY MR. GARDNER:

2 Q Not a welding area; correct?

3 A Correct.

4 Q Does Republic agree that Building Number 1 did
5 not meet NFPA -- that's the National Fire
6 Protection Agency -- code or compliance of a
7 spray booth?

8 MR. ZOCCOLA: Objection to form. Lack of
9 foundation.

10 A It was not designed nor built to be a spray room
11 as you're referring to.

12 BY MR. GARDNER:

13 Q I specifically said spray booth. Are you using
14 that interchangeably?

15 MR. ZOCCOLA: Same objection.

16 A In reference to your question, yes. Spray booth
17 would not be what that room was built to be.

18 Q Does Republic disagree with this statement:

19 "This work" --

20 Talking about the work done in Building
21 Number 1.

22 -- "included welding to repair trash
23 Dumpsters"?

24 MR. ZOCCOLA: Objection to form.

25 A I would have to have more context before I could

1 A I have not.

2 Q Does Republic deny that it solicited a proposal
3 from Korte Does It All to remove existing
4 heaters in the paint shop and install new gas
5 infrared tube heaters?

6 A No.

7 Q Go to page 2 of Exhibit T.

8 A Okay.

9 Q It says "Korte Does It All," doesn't it?

10 A Yes.

11 Q Do you see Invoice Number H6231M10?

12 A Yes.

13 Q It's dated February 26, 2019?

14 A Yes.

15 Q It's prepared for Republic Services by a
16 salesman named T. Miller; right?

17 A Yes.

18 Q The description is to:

19 "Install a new 75,000 Btu, 50-foot tube
20 heater to replace existing unit. Use existing
21 flue through the roof. Replace flue to the
22 vertical. Install new thermostat. Verify
23 operation with propane."

24 Do you know which room this quote
25 references at Republic, or which building?

1 MR. ZOCCOLA: Objection. It calls for
2 speculation.

3 BY MR. GARDNER:

4 Q When I say "you," I mean, Republic.

5 A Specifically which portion of the room, I
6 couldn't say. These types of heaters are
7 installed in multiple locations in the
8 maintenance shop. I would have to refer you to
9 either Greg Tolley or -- yeah, Greg Tolley would
10 have known which specific location this is
11 referring to.

12 BY MR. GARDNER:

13 Q So you would accept his deposition testimony on
14 that exact point as accurate; correct?

15 A Yes.

16 Q Go to page 3 of this exhibit. It's a rough
17 diagram. Exhibit T.

18 A Yes.

19 Q We deposed Trevor Miller. He was with Korte.
20 He was the salesman that came out at the request
21 of Republic to give a quote for installing
22 closed infrared tube heaters in Building
23 Number 1 before the fire. These are some
24 measurements he took.

25 Do you see those measurements, 30 by 60 by

1 BY MR. GARDNER:

2 Q Justin, we just took at least a ten-minute
3 break. You're still under oath. Are you ready
4 to keep going?

5 A Yes, and I am.

6 Q In terms of painting Dumpsters, cans, et cetera,
7 with the blue enamel Sheboygan paint, that was
8 sprayed on. Is that the only thing that would
9 be sprayed on a Dumpster or a can by Republic at
10 the Macbeth facility, or do they afterwards put
11 some sort of another coating on it?

12 A No. The only material that goes onto the
13 containers is the blue paint you're referring
14 to.

15 Q Is that a one-part paint? They don't add
16 anything to it before painting?

17 A Correct.

18 Q All right. Republic isn't aware of the presence
19 of any flammable finishes in Building Number 1
20 in the 50 days prior to the March 19, 2019,
21 fire, including the date of the fire; correct?

22 A Yes. That's correct. We are not aware of any
23 additional sealants or materials that would be
24 sprayed onto the containers that would be
25 flammable.

1 Q There wouldn't be any flammable finishes in
2 Building Number 1 on March 19, 2019? Right?

3 A No.

4 Q I'm right, though?

5 A Yes, yes.

6 Q Sometimes that can get confusing. Thank you.

7 Were there any volatile materials stored in
8 Building Number 1 between February 4th, 2019,
9 and March 19, 2019?

10 MR. JONES: Objection to form. Foundation.

11 A Volatile as in -- we've been discussing
12 flammable materials and you're using a different
13 term now, so I'm not sure what you mean, other
14 than --

15 If you want to refer to the dictionary term
16 for "volatile"?

17 BY MR. GARDNER:

18 Q Combustible. Combustible, I would say. Subject
19 to explosion. Explodable. How's that?

20 A Subject to explosion, not that I'm aware of.

21 Q Is Republic aware of the presence of any
22 low-flashpoint materials -- that means material
23 that will ignite at a temperature below 100
24 degrees -- inside of Building 1 between
25 February 4, 2019, and March 19, 2019?

1 STATE OF INDIANA)

) SS:

2 COUNTY OF HANCOCK)

3 I, Tara Gandel Hudson, RPR, CRR, a Notary
4 Public in and for the County of Hancock, State of
5 Indiana at large, do hereby certify that the
6 deponent, JUSTIN DAVIS, was by me remotely sworn to
7 tell the truth, the whole truth, and nothing but
8 the truth in the aforementioned matter;

9 That the foregoing deposition was taken on
10 behalf of the Defendant Coe Heating and Air
11 Conditioning, Inc., with the witness located in
12 Indianapolis, Marion County, Indiana, on the 16th
13 day of December, 2022, scheduled to commence at
14 11:45 a.m., pursuant to the Federal Rules of Civil
15 Procedure;

16 That said deposition was reported
17 stenographically and transcribed to English under
18 my direction, and that the transcript is a true
19 record of the testimony received remotely of said
20 deponent; and that the signature of said deponent
21 to his deposition was waived by the deponent and
22 all parties present, the deposition to be read with
23 the same force and effect as if signed by the
24 deponent;

25 That the parties were represented by their

1 counsel as aforementioned.

2 I do further certify that I am a disinterested
3 person in this cause of action; that I am not a
4 relative or attorney of either party, or otherwise
5 interested in the event of this action, and am not
6 in the employ of the attorneys for either party.

7 IN WITNESS WHEREOF, I have hereunto set my
8 hand and affixed my notarial seal this 3rd day of
9 January, 2023.

10
11 

12 Seal

13 Notary Public, State of Indiana

Commission No. 682534

14 My Commission Expires March 27, 2024
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1 UNITED STATES DISTRICT COURT
 2 NORTHERN DISTRICT OF INDIANA
 3 FORT WAYNE DIVISION

4 REPUBLIC SERVICES OF)
 5 INDIANA, LIMITED)
 6 PARTNERSHIP,)
 7)
 8 Plaintiff,) CASE NO.
 9) 1:21-cv-108-HAB-SLC
 10 -v-)
 11)
 12)
 13 COE HEATING & AIR)
 14 CONDITIONING, INC. and)
 15 GAS-FIRED PRODUCTS, INC.)
 16 d/b/a SPACE-RAY,)
 17)
 18 Defendants.)

13 The deposition upon oral examination of
 14 RONALD EUGENE DANTZER, a witness produced and sworn
 15 before me, Laura J. Bash, RMR, Notary Public in and
 16 for the County of Allen, State of Indiana, taken on
 17 behalf of the Plaintiff, at the offices of COE
 18 Heating & Air Conditioning, Inc., 9410 Airport Drive,
 19 Fort Wayne, Indiana, on May 6, 2022, at 12:58 p.m.,
 20 pursuant to the Federal Rules of Civil Procedure.



1 Q. -- with respect to these heaters?

2 A. No. I definitely would remember evaporation. But
3 no, that conversation never came up.

4 Q. And the conversation, the fact that the paint they
5 were using was water-based paint, that never came
6 up?

7 A. No.

8 Q. And whether it was water-based paint or some other
9 kind of paint would not have impacted your
10 recommendation about using these types of infrared
11 tube heaters?

12 A. No.

13 Q. Based on seeing the paint dust that had built up
14 all around the room, that you described, did you
15 anticipate that similar paint dust -- strike that.

16 Would you have expected paint dust to build up
17 on these infrared tube heaters?

18 A. Not like it would on the unit heaters. The unit
19 heaters suck in oxygen to feed the burners. The
20 fan on the back of it is pulling air into it, so
21 it's going to suck all that in. Tube heaters
22 don't have any of that. They are sealed
23 combustion, so there is nothing drawing paint dust
24 to it. So no, I wouldn't have been concerned.

25 Q. So even if there had been tons of buildup of dust

1 nice. Is it good practice for any other reason
2 than appearance, to periodically clean?

3 A. Keeps everything functioning properly. You know,
4 tube heaters are a different animal, because they
5 are sealed combustion, the flame is on the inside
6 of the heat exchanger, there is nothing,
7 mechanically, on the outside that can generate a
8 spark or nothing rotating, like a fan prop or
9 something like that, so it will continue to work
10 regardless of whether you're cleaning it or not.

11 The existing unit heaters hanging there
12 before, if they would have maintained them, they
13 would still use them today. They just didn't
14 maintain nothing and it eventually snuffed it out.

15 Q. You said it helps keep everything functioning
16 properly by cleaning. What might happen if you --

17 A. For instance -- I'm not trying to cut you off.
18 Let you finish your question. Sorry.

19 Q. What might happen if somebody failed to
20 periodically clean the surface?

21 A. Nothing, with tube heaters. What gets on
22 it -- it's like dumping oil -- I don't know if you
23 ever change your oil or anything in your car, but
24 if you dump a little excess oil down, it gets on
25 the exhaust manifold, it smokes a little bit.

1 other than that, it wouldn't have bothered me.

2 MR. GARDNER: This objection is really
3 late, but I believe you mean, would it
4 concern him in connection with the heaters,
5 not in connection with just general safety of
6 the room absent heater use. Is that how you
7 mean it?

8 A. Are you asking whether or not those would have
9 affected the installation of the heaters or
10 function of the heaters?

11 BY MR. JONES:

12 Q. My question is, is if you were aware of acetylene
13 gas tanks in that room, would that have changed
14 your opinion that these infrared tube heaters were
15 appropriate to be placed in this room?

16 A. Wouldn't have changed.

17 MR. JONES: That's all I've got.

18 FURTHER EXAMINATION

19 BY MR. HEHNER:

20 Q. Sir, you said you went out there in the middle of
21 the installation and the installer was on a
22 scissor lift; is that right?

23 A. Correct.

24 Q. So you actually observed the installation of the
25 tubes as it was going on; is that right?

1 A. Correct.

2 Q. And 6 inches is pretty easy to determine. You
3 were able to determine, from looking, you said
4 you're confident that he complied with the
5 clearance requirements that were necessary for
6 these tube heaters, correct?

7 A. Correct.

8 Q. But you could actually, physically, see it with
9 your own eyes when you were in there; is that
10 correct?

11 A. Correct.

12 Q. And you're certain, although you didn't get a tape
13 measure out and go up on a lift, you could tell he
14 was adhering and complying with the clearance
15 requirements from your own visual observations,
16 correct?

17 A. Yes. We were well below 6 inches.

18 Q. So 6 inches from the top, well below that.

19 A. Correct.

20 Q. Much greater clearance than 6 inches, right?

21 A. We were almost a foot.

22 Q. Much higher off the floor than 82 inches, correct?

23 A. Correct.

24 Q. And that certainly has sufficient clearance on the
25 sides; is that correct?

Republic Services of Indiana v COE Heating Ronald Dantzer

05/06/2022

1 A. Correct.

2 Q. And you saw this with your own eyes, correct?

3 A. Correct.

4 MR. HEHNER: Thank you very much.

5 That's all I have.

6 MR. GARDNER: Is it my turn?

7 FURTHER EXAMINATION

8 BY MR. GARDNER:

9 Q. Could you go to this photo in Tab 8 of Plaintiff's
10 binder 1, it says "Northeast View." I have it as
11 the fourth page. Yeah. So it shows kind of the
12 back --

13 A. This?

14 Q. Yeah, yeah, yeah. You were mentioning something
15 about -- get the term right -- I'll just point. I
16 am pointing to the back of the building.

17 A. Okay.

18 MR. JONES: When you say, "back," do
19 you mean south? West?

20 MR. GARDNER: I can't tell directions
21 from this.

22 A. So that's going to be southwest.

23 BY MR. GARDNER:

24 Q. And I'm -- so this would be south?

25 A. Yeah. South.

1 STATE OF INDIANA)
) SS:
2 COUNTY OF ALLEN)

3

4 I, Laura J. Bash, RMR, a Notary Public in and
5 for said county and state, do hereby certify that the
6 deponent herein, was by me first duly sworn to tell
7 the truth, the whole truth, and nothing but the truth
8 in the aforementioned matter;

9 That the foregoing deposition was taken on
10 behalf of the Defendant; that said deposition was
11 taken at the time and place heretofore mentioned
12 between 12:58 p.m. and 4:19 p.m.;

13 That said deposition was taken down in
14 stenograph notes and afterwards reduced to
15 typewriting under my direction; and that the
16 typewritten transcript is a true record of the
17 testimony given by said deponent;

18 And thereafter presented to said witness for
19 signature; that this certificate does not purport to
20 acknowledge or verify the signature hereto of the
21 deponent.

22 I do further certify that I am a disinterested
23 person in this cause of action; that I am not a
24 relative of the attorneys for any of the parties.

25

1 IN WITNESS WHEREOF, I have hereunto set my
2 hand and affixed my notarial seal this 17th day of
3 May, 2022.

4
5 *Laura Bash*
6 _____
 Laura J. Bash, RMR, Notary Public

7
8
9
10 County of Allen
11 My Commission Expires:
12 October 28, 2026

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

v.

Case No.

COE HEATING & AIR CONDITIONING, 1:21-cv-108-HAB-SLC
INC. and GAS-FIRED-PRODUCTS,
INC. d/b/a SPACE-RAY,
Defendants.

VIDEOCONFERENCE DEPOSITION OF
MICHAEL AGOSTI

DATE: Friday, February 3, 2023
TIME: 11:15 a.m.
LOCATION: Remote Proceeding
Gardner & Rans, PC
117 Perspective Drive, Suite 2
Granger, IN 46530
REPORTED BY: Sarah Lakin, Notary Public
JOB NO.: 5676785



1 Q Is Coe your client?

2 A Is Coe my client? No. I've been retained
3 and hired by Attorney Gardner.

4 Q All right. You understand that Republic has
5 sued Coe and that's what this litigation is about;
6 right?

7 A Yes.

8 Q Okay. And Coe is -- well, I guess it's not
9 Coe, but you are being paid to conduct -- you have
10 been paid to conduct a cause and origin investigation
11 in connection with this March 2019 fire; right?

12 A Yes.

13 Q Okay. I want to turn your attention to -- I
14 think it's Exhibit 1. There's a label at the bottom
15 right. This is your report. And I want to go towards
16 your CV. So it's Agosti 36.

17 (Exhibit 1 was marked for
18 identification.)

19 Would you get that in front of you?

20 A Okay.

21 Q I want to talk through the different cases
22 that you've mentioned that you testified in before.
23 And I know my question earlier was about depositions.
24 Have you ever testified at trial?

25 A I have, yes.

1 utilized, essentially outlining, basically, some
2 factual information about the product itself, and that
3 my opinion is, is that I did not see any evidence of
4 blue paint buildup on the subject three heaters.

5 Q And I can stop you, because Marty made a
6 great point.

7 MR. JONES: Because that's a great
8 objection, Marty. I like that one.

9 MR. GARDNER: Because Thomas made ...

10 BY MR. JONES:

11 Q All right. On page 19, it's not the --
12 well, yeah, it's the first sentence. Okay. I'm going
13 to read that off, and I'm going to ask you a question
14 about it.

15 "Based on scientifically accepted and well-
16 documented indicators and the information provided to
17 me at this time, it's my opinion, within a reasonable
18 degree of fire science certainty, that the Sheboygan
19 Blue Aqua Enamel Paint, product number 73-4383C, is a
20 water-based, zero-flammability rating, non-combustible
21 product which does not sustain combustion."

22 Next sentence:

23 "This opinion is based on the manufacturer's
24 label and MSDS sheets for the subject product."

25 Did I read that right?

1 quarter of the building were installed in a manner
2 adhering to and following the manufacturer's
3 installation and operations instructions."

4 Do you see that?

5 A Yes.

6 Q Okay. What's the basis for your opinion?

7 A The basis is based on after reviewing the
8 manufacturer's installation and operation manuals.
9 Additionally, it's also referring to -- continuing
10 onto the second sentence -- more so related to the
11 environment and application that they were installed
12 in.

13 Q I understand. I'm asking about the
14 installation manner. Adhering to the manufacturer's
15 installation instructions. And I'm trying to
16 understand the basis for your opinion. Have you --
17 well, let me ask you this. Do you know who installed
18 the three heaters?

19 A Specifically? Coe.

20 Q Okay. Do you know the names of the
21 individuals who installed those three heaters?

22 A I have heard them previously. I don't
23 recall them.

24 Q I assume you've not talked to -- you haven't
25 talked to them; right?

1 Q You never saw those heaters installed.
2 Well, you never saw the heaters before the fire;
3 right?

4 A Correct.

5 Q You never went in to inspect to see whether
6 or not they actually had been correctly installed or
7 installed in a way that adhered to manufacturer's
8 warnings; right?

9 A Correct.

10 Q The next sentence, when you say that:
11 "At the time of the installation, they were
12 installed in such an application and environment that
13 did not expose the heaters to volatile and low
14 flashpoint materials."

15 What do you mean by it didn't expose them to
16 those materials?

17 A That's based upon the -- what's the word --
18 the procedures that were taking place in this area
19 that I was informed of, mainly the application of this
20 Sheboygan blue paint as being the environment that
21 they were installed in.

22 Q Do you know from the time the heaters were
23 installed to the day of the fire whether or not any
24 low flashpoint materials were stored in the same room
25 as the three heaters? Do you know one way or another?

1 A Yes.

2 Q Kyle Orr says on page 37, line 7, that he
3 had been "told by the heating and air people that
4 it" -- the old heaters -- "had sucked the paint up
5 into, you know, it sucks air in, heats it, blows it
6 out, and it sucked paint up into the unit and had
7 clogged the unit. It wasn't repairable."

8 And then there's a question below:

9 "I believe that was Coe.

10 "Coe? Do you know how long the heater that
11 you're telling us was getting clogged up with the
12 paint that got sucked in, do you know how long it had
13 been up there?"

14 He says:

15 "No, but I think it was there for a really
16 long time. It looked really old."

17 To you, does the fact that overspray, when
18 paint had clogged up the old heaters, does that play
19 any role in your analysis and critique of Mr. Foster's
20 opinion?

21 A I think we touched on that, but yes, again,
22 the -- these -- the old-type heaters were a totally
23 different type of heater. Again, they're sucking in
24 air. These infrared tube heaters are not sucking in
25 any air or potential overspray, so there -- it's two

1 totally different things, in my opinion, you know, the
2 way the heaters operate.

3 Q Okay. I'm going to move to Exhibit 1, page
4 11. I'm going to pull it up here, and we're going
5 to -- and move along here. This is a section of your
6 report that says -- where you're talking about levels
7 of certainty. Do you see that?

8 A Yes.

9 Q Okay. And you reference Section 4.5.1 that
10 says:

11 "The investigator should know the level of
12 certainty that is required for providing expert
13 opinions. Two levels of certainty commonly used are
14 probable and possible."

15 And it says:

16 "Probable. At this level of certainty the
17 likelihood of the hypothesis being true is greater
18 than 50 percent.

19 "Possible. At this level of certainty, the
20 hypothesis can be demonstrated to be feasible but
21 cannot be declared probable. If two or more
22 hypotheses are equally likely, then the level of
23 certainty must be possible."

24 I want to understand your interpretation of
25 this section of NFPA 921. Would it be the case that

1 BY MR. JONES:

2 Q Okay. And did you give any weight to those
3 regarding the fire's origin or no?

4 A Yes. As outlined in my report, my opinion
5 is that the specific area of fire origin was not
6 determined, but in -- in refuting Mr. Foster's opinion
7 as to the south heater, it's just my observation of
8 the analysis of the heaters themselves that the south
9 heater is actually in much better condition, and if
10 that was the origin, there should be an answer for the
11 reason that that's in better condition than the other
12 two heaters.

13 Q Okay. You say this in your report, speaking
14 of origin, I just want to make sure we're very clear.
15 You opine in your report that the area of origin was
16 the quarter south portion of the building; correct?

17 A I'm just looking through my report to make
18 sure I don't --

19 MR. GARDNER: Just for time's sake,
20 Thomas, is there a page that you're looking at?

21 MR. JONES: Yeah, I had it --

22 BY MR. JONES:

23 Q Well, I can just ask you, Mike. Do you have
24 any opinion about the general area of origin as it
25 relates to Buildings 1 and 2?

1 A Yes. And as you were referring to in my
2 report under Opinion 3, it is my opinion that the
3 general area of fire origin included the south quarter
4 of the building. And I go on to say in my opinion
5 that this area of fire origin is very broad and was
6 not able to be brought down to a more specific area or
7 point of fire origin.

8 Q Okay. I want to go real quick to one of the
9 photographs you've got in your report. It's on page
10 15 of your report.

11 A Okay.

12 Q There are two photographs there. Do you see
13 that?

14 A Yes.

15 Q Okay. And you mention in your report the
16 fact that there's more involvement of fire on the
17 southernmost portion of the building. Do you see
18 where I'm circling? Is that correct?

19 A I would say based on that screen grab from
20 the video, it's depicting the very south end of the
21 building and south overhead door area all the way down
22 to ground level as being involved with fire, and it's
23 depicting the fire going upward and outward towards
24 the center overhead door, which is not displaying any
25 fire from the middle area of that overhead door north

1 not do --

2 Q You're making inferences based on what you
3 saw out there in your site inspections; correct?

4 A That's based on my observations, yes.

5 Q Okay. I want to run -- I think this is the
6 last exhibit we're going to look at. Well, it's one
7 we've already been looking at. But Exhibit 1. I want
8 to go to page 16. On page 16 of your report -- and
9 this is on your opinion number 4, where you're talking
10 about cause being undetermined. And actually, I'll go
11 to page 15. It's the very last sentence of page 15,
12 going into 16. It says -- you say:

13 "A thorough processing and examination of
14 the fire scene and area of interest was not conducted
15 or completed. This left several identified, potential
16 ignition sources, to include branch circuit wiring,
17 junction boxes with conductors, circuit breaker
18 panels, lighting fixtures, electric fans and other
19 building electrical components not being examined,
20 evaluated or analyzed."

21 Do you have any evidence supporting a
22 hypothesis that any one of those potential ignition
23 sources caused the fire?

24 A I would answer that by stating, as stated,
25 they're identified as potential ignition sources, and

1 as it stands, they're all, until further examined,
2 they're all equally potential ignition sources as
3 potentially causing the fire until further examined
4 and eliminated.

5 Q So I understand they're potential ignition
6 sources. My question is have you seen any evidence in
7 this case that would take it from being a potential
8 to -- anything more than just a potential, any
9 supporting evidence that would -- have you seen any
10 supporting evidence that any one of those potential
11 ignition sources caused the fire?

12 MR. GARDNER: Objection to the form of
13 the question; asked and answered, assumes facts not in
14 evidence.

15 A Specific -- something specific, no. And
16 again, that's why, in my opinion, all of those items
17 needed to be further analyzed --

18 Q Sorry. I'm sorry.

19 A In an attempt to identify a potential --
20 more specific or potential actual single cause for the
21 fire.

22 Q And is the same true on page 17, second
23 paragraph, about halfway down? You say:

24 "There are other potential ignition sources
25 which are potentially capable of igniting any

1 those potential ignition sources being the cause?

2 MR. GARDNER: All the same objections
3 already listed.

4 A No. And that's the point of my answer is
5 that they were -- they all needed to be further
6 analyzed.

7 Q Understood. On page 16, you have four
8 paragraphs listed there. The last sentence of that
9 paragraph on page 16 says:

10 "It is my opinion that smoking materials
11 improperly discarded or disposed of are unable to be
12 eliminated as being a potential cause for this fire
13 loss."

14 Why is it that the smoking materials
15 allegedly improperly discarded or disposed of can't be
16 eliminated as being a potential cause?

17 A Again, the smoking materials are -- were
18 identified -- I identified those as a potential
19 competent ignition source within the area of higher
20 origin. And those were unable to be eliminated based
21 on -- again, they're not -- the smoking materials are
22 not any more likely than any of the other potentially
23 identified ignition sources.

24 Q And like the other potentially identified
25 ignition sources, you haven't seen any evidence

Page 230

1 supporting a hypothesis that the smoking materials
2 that you list were the cause of the fire; correct?

3 MR. GARDNER: Objection to the form of
4 the question. All the rest of the other objections I
5 made last time, please.

6 A Correct. And at the end of the day, they
7 all remain uneliminated, unable to be eliminated.

8 Q Understood. I've got, like, two or three
9 more questions here, and then we'll -- I'll be done.
10 Page 17, bottom paragraph starts out with:

11 "It is my opinion that the three infrared
12 heaters in place at the time of the fire and located
13 within the south quarter of the building were
14 installed in a manner adhering to and following the
15 manufactures installation and operations
16 instructions."

17 The next sentence says:

18 "Additionally, at the time of installation
19 the heaters were installed in such an application and
20 environment that did not expose the heaters to
21 volatile and low flashpoint materials."

22 If we go to page 18, the top paragraph
23 describes your opinions related to the FAST Lab
24 report. Do you see the paragraph I'm looking at?

25 A Yes.

1 CERTIFICATE OF TRANSCRIBER

2 I, DANIELLE S. VANRIPER, do hereby certify
3 that this transcript was prepared from the digital
4 audio recording of the foregoing proceeding, that said
5 transcript is a true and accurate record of the
6 proceedings to the best of my knowledge, skills, and
7 ability; that I am neither counsel for, related to,
8 nor employed by any of the parties to the action in
9 which this was taken; and, further, that I am not a
10 relative or employee of any counsel or attorney
11 employed by the parties hereto, nor financially or
12 otherwise interested in the outcome of this action.

13
14 

15 DANIELLE S. VANRIPER
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

v.

COE HEATING & AIR CONDITIONING,
INC. and GAS-FIRED PRODUCTS,
INC. d/b/a SPACE-RAY,
Defendants.

Case No.

1:21-cv-108-
HAB-SLC

VIDEOCONFERENCE DEPOSITION OF
SCOTT JONES

DATE: Tuesday, February 21, 2023

TIME: 10:08 a.m.

LOCATION: Remote Proceeding

New Albany, Indiana 47150

REPORTED BY: Sarah Lakin, Notary Public

JOB NO.: 5676789



1 A That is correct. That has not happened.

2 Q Okay. I want to talk through kind of the
3 start of your involvement from when Mr. Vergon
4 contacted you in mid-May last year through the time
5 that you authored your December 22, 2022, report.

6 And when I talk about your report, I'll go
7 ahead and share my screen. But immediately before we
8 got started, I circulated two exhibits. One was
9 marked Exhibit A. It's your engineering report dated
10 December 28, 2022.

11 (Exhibit A was marked for
12 identification.)

13 And Exhibit B was the Subpoena Duces
14 Tecum that our office sent to you care of James Hehner
15 dated January 20, 2023.

16 (Exhibit B was marked for
17 identification.)

18 So when I talk about your report today,
19 I'm talking about Exhibit A; okay? Does that make
20 sense?

21 A Yes.

22 Q Okay. And then Exhibit B is the Subpoena
23 Duces Tecum. Do you have that available, by chance?
24 If not --

25 A It's in my notes somewhere in here, yes.

1 facts. Does any of the information on page 4 of your
2 report -- is any of it relevant to your opinion?

3 A Well, yeah because it's the environment that
4 they're installed in as far as, you know, what this
5 is, the factual basis. I needed to understand that,
6 and that's why I summarized Mr. Foster's report and
7 his facts, if you will.

8 Q Understood. You just said you needed to
9 understand that and the environment they were in.
10 What do you mean by that?

11 A Were they, you know -- was this in a circus
12 tent or was it in an industrial setting? This is the
13 information I used to understand that.

14 Q Was it important for you to -- are you
15 saying it was important for you to understand the
16 environment that these heaters were installed in?

17 A It's very important.

18 Q And I'm sorry to belabor the point, but why
19 is that?

20 A These are not to be installed in a
21 residential application.

22 Q But your opinion is not about whether or not
23 these were installed in accordance -- strike that.
24 You're not offering any opinions about whether or not
25 these were correctly installed; right?

1 A That is correct. I just wanted to see the
2 elements of a correct installation. In other words,
3 what was the intake, what was the discharge, were they
4 set up for gas, et cetera.

5 Q Understood. I want to take you to the next
6 page. You talk about the weather conditions. What
7 impact, if any, did the regional weather conditions on
8 the day of the fire -- what relevance does that
9 information have, if any, on your opinion?

10 A Just so you know, every engineering report I
11 do generally I put -- I want to examine the weather to
12 see if there was any influence such as storms, which
13 would have had convective activity, which is
14 lightning. I get involved in a lot of lightning
15 situations. So that's first and foremost.

16 But in this particular case, I want to make
17 sure that we had conditions -- atmospheric conditions
18 that would be conducive to these heaters operating.

19 And that's what I laid out in my table, that
20 it was the days leading up to the day of the event
21 were below freezing. So it would be reasonable to
22 believe that the heater -- I'm sorry, the heaters
23 would be operating had they been enabled to operate
24 via the thermostat.

25 Q Understood. And I'm sorry to jump back.

1 prepositional phrase "from outside the working area."

2 Q Okay. You then say "The heaters were
3 installed in a direct-vent configuration whereby
4 combustion air was obtained from uncontaminated air
5 outside the heated space." Do you see that?

6 A Yes.

7 Q Okay. What do you mean by "uncontaminated
8 air"?

9 A Any particulate caused by the operation that
10 was happening in the working space would not be drawn
11 into the heater.

12 Q Okay. And I'll represent to you in this
13 case there had been some Republic employees who had
14 testified that there was what they've called "paint
15 dust," sort of dried out paint particles, that would
16 collect throughout the area where they were painting.
17 Does that sound familiar to you at all?

18 A Yes, sir.

19 Q Okay. So you understand there was blue
20 paint dust all throughout this room; right?

21 MR. HEHNER: I'm going to object to the
22 phrase "all throughout this room." There's testimony
23 all over the place. But as to where, how far, that
24 sort of thing, that's beyond the witness's knowledge,
25 so I object to the form of the question.

1 MR. JONES: It was a bad question. I
2 apologize.

3 MR. GARDNER: Go ahead, Thomas.

4 MR. JONES: Sure.

5 BY MR. JONES:

6 Q Scott, have you seen any pictures of what
7 the room looked like where these heaters were
8 installed before the fire? Have you seen any pictures
9 of that?

10 A Yes, sir.

11 Q Okay. Your observations of those
12 pictures -- have you seen anything that you understood
13 to be paint dust?

14 A Yes.

15 Q Okay. When you talk about uncontaminated
16 air in opinion number 3 on page 15 of your report,
17 correct me if I'm wrong, but is what you're saying is
18 that the air being drawn in does not contain
19 particulates including paint dust or overspray from
20 the paint operations in the paint bay? Is that fair?

21 A That is correct. I knew there were grinding
22 and other operations, welding, that were going on in
23 that space. And that is correct the way you stated
24 it.

25 Q Okay. Do you know whether or not there was

1 Q Okay. And you didn't see any kind of
2 foreign materials inside the tubes. That's what
3 you're saying; correct?

4 A I -- I could see no paint inside any of the
5 tubes.

6 Q All right. I didn't ask about paint. I'm
7 talking about what you say, foreign materials.

8 A Yes, I -- I could not see any foreign
9 material in any of the tubes.

10 Q Okay. And how would you define foreign
11 materials?

12 A In this case, paint. Looking for paint
13 residue. It would be blue.

14 Q Any other kind of materials that would
15 constitute foreign materials other than blue paint?

16 A Well, there was metallic content because
17 some of these tubes had aluminum in them, which was
18 melting out due to the temperature. But I would look
19 for -- I'm always on the lookout for metal shavings or
20 a discoloration that doesn't belong.

21 Q Discoloration that doesn't look -- what was
22 that?

23 A That doesn't belong, which I would consider
24 a foreign material that needs more examination.

25 Q Doesn't belong. Understood. I'm going to

1 Space-Ray infrared LP-fueled heaters created no
2 conditions that were causal to the fire." Do you see
3 that?

4 A Yes, sir.

5 Q Is that a cause and origin opinion?

6 A No. That is was this able to be operated,
7 and did I see anything that would have caused the
8 fire. For example, had -- was one of the gas jets
9 misdirected? For example, was there a penetration in
10 one of the radiant tubes?

11 Those are the type of things that could
12 cause a fire, and I saw no conditions like that would
13 have been causal to a fire.

14 Q In your opinion, did the Space-Ray infrared
15 heaters -- should those be eliminated in this case as
16 a potential ignition source?

17 A Yes.

18 Q And is it because you didn't see any
19 conditions that were -- let me back up. Is it because
20 you believe the Space-Ray heaters didn't create any
21 conditions that were causal to the fire?

22 A That is correct.

23 Q Okay. Is an opinion on the elimination of a
24 potential ignition source a cause and origin opinion?

25 A It's -- it feeds into a larger -- when you

1 We don't have nearly as robust set in the United
2 States under UL, which is the primary standards
3 writing organization.

4 So pretty much you're going to find all gas
5 appliances head up to Canadian Standard Association
6 standards. They may not be tested by them. They can
7 be tested by a third-party laboratory. But they're
8 the standards organization that most people use for
9 gas appliances. That's historical.

10 Q Thank you. That's definitely something I
11 learned today.

12 That last sentence of 17.1 that's inside of
13 Space-Ray's installation and operation instructions
14 and I think you said is in there because they
15 subjected themselves and met compliance with the
16 Canadian Standards Association, does that mean to you
17 that in this particular case -- and you probably have
18 learned that there was some painting going on inside
19 of the room where the three heaters were installed of
20 that Sheboygan water-based paint -- that my client
21 would have met this 17.1. directive in as much as
22 because there's painting going on in the room, my
23 client used outside air for combustion? So we
24 complied with this paragraph by doing that?

25 MR. JONES: Objection to form.

1 Foundation.

2 A Yes, that is -- that is correct.

3 I -- you know, in prior testimony I've shown
4 in this paragraph to your point here, that's why I
5 looked at the MSDS sheet because I knew there had to
6 be solvents. And it was responsive to this 17.1.,
7 which specifically said solvents. And that's what
8 drove me over to the MSDS sheet in my investigation.

9 Q So being that there were paints with
10 solvents being used by the plaintiff, Republic, in the
11 building where my client installed the three Space-Ray
12 closed infrared tube heaters, the remedy by my client
13 to put them in correctly is to use outside combustion
14 air; correct?

15 MY. JONES: Objection to form.
16 Foundation.

17 A That is correct, and that -- that is
18 correct, and that's per the manual.

19 Q Thanks. I'm just going through my notes. I
20 might have a couple further.

21 Did you see evidence that in terms of the
22 30-foot-long heater pipes that there were connectors
23 between sections?

24 A Yes, there were a number of connectors.
25 Some were disconnected, as you probably know.

1 Q As a result of the falling down and collapse
2 in debris?

3 MR. JONES: Objection to form.
4 Foundation.

5 A That is correct.

6 Q Did you see any evidence that my client did
7 not properly utilize those connectors to create a seal
8 between the different pipe sections of the heaters?

9 A This may be an FYI, but my understanding is
10 that Space-Ray ships these out complete already
11 connected. I have not seen that, but that's my
12 historic understanding of these that your client may
13 not even have touched these.

14 But I saw no evidence responsive to your
15 question that there was anything. But we did have a
16 building collapse and there were separated sections.

17 Q And did you see any failure in connection
18 with either any part of the 26-gauge metal or the 30-
19 gauge metal that in your opinion played any role in
20 causing this fire?

21 MR. JONES: Objection to form.

22 A I saw no condition that would have been
23 causal to the fire.

24 Q Do you have the Space-Ray installation and
25 operation instructions manual with you?

1 can't separate between a deflagration and a
2 detonation.

3 A concern when we talk, and I want to bring
4 this up for this record, is this thing in normal
5 operation? Is it glowing red, which is well above the
6 auto-ignition temperature of a lot of different
7 things? So that has to be part of it too in normal
8 operation.

9 So some of this becomes kind of academic of
10 that -- what you just read me.

11 Q Got it. This might be my last question.
12 Page 15 of your report, your section involving
13 conclusions --

14 A Yes, sir.

15 Q Do you hold the opinion to a reasonable
16 degree of scientific certainty that the Space-Ray
17 infrared gas-fired heaters did not cause this fire?

18 MR. JONES: Objection to form.
19 Foundation.

20 MR. HEHNER: What's wrong with the form
21 there?

22 MR. JONES: Say again?

23 MR. HEHNER: Thomas, what's wrong with
24 the form?

25 MR. JONES: Sarah, can you read us the

1 question back?

2 THE REPORTER: Yeah. Just a moment
3 here. Do you want me to read it or play back?

4 MR. HEHNER: Whatever's quicker for me.

5 MR. JONES: Yeah. Whatever's faster.

6 (The reporter read the record as
7 requested.)

8 MR. JONES: So I'll take back my form
9 objection. It's just a foundation objection. He's
10 already testified that he's not offering cause and
11 origin opinions because he didn't conduct a cause or
12 origin investigation in this case.

13 MR. HEHNER: Thank you.

14 BY MR. GARDNER:

15 Q You can answer now.

16 A I believe the answer is yes. There was --
17 they were not causal to the fire.

18 Q Okay. So Thomas's objection raises an
19 interesting point that I think needs clarified.

20 It's my understanding that in terms of
21 Space-Ray as a defendant in this case, they hired Mr.
22 Mike Vergon as their cause and origin expert, who
23 would have been looking for the origin and looking for
24 any and all causes or eliminating any and all causes.

25 Your role and your expertise, which you have

CERTIFICATE OF TRANSCRIBER

I, JENNA STERN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



JENNA STERN



2481 Savanna Drive
Wauconda, Illinois 60084
O: 847.487.5776
F: 847.487.8142

Investigation Report

Republic Service of Indiana,
Limited Partnership
Plaintiff
v.
COE Heating & Air Conditioning, Inc.
&
Gas-Fired Products, Inc.
D/B/A Space-Ray
Defendants



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AGOSTI 00001

December 28, 2022

Mr. Martin Gardner
Gardner & Rans
117 Perspective Drive-Suite 2
Granger, Indiana 46530

RE: Republic Service of Indiana,
Limited Partnership
Plaintiff
v.
COE Heating & Air Conditioning, Inc.
&
Gas-Fired Products, Inc.
D/B/A Space-Ray
Defendants

Dear Mr. Gardner,

The following report summarizes my involvement in the March 19, 2019, fire incident which occurred at 6231 Macbeth Rd., Fort Wayne, Indiana.

ASSIGNMENT

I was contacted by you on or about June 26, 2019 regarding the subject fire incident. I was requested to conduct an analysis of the origin and cause for the referenced fire incident. I agreed to the assignment and have been working on the matter as needed to date. Shortly after my engagement, a site inspection was coordinated with Plaintiffs expert Mr. Jim Foster who was employed with Rimkus Consulting Group Inc. at that time. I attended that site inspection which took place on July 2, 2019.

I am currently a fire analyst with Agosti Fire Investigations based out of Wauconda, Illinois. I have 25 years fire department experience and 20 years of forensic fire investigation experience. I have conducted over fifteen hundred fire investigations. I have been qualified as a fire expert in state courts for plaintiffs, as well as defendants. I am a Certified Fire Investigator with the International Association of Arson Investigators and a Certified Fire and Explosion Investigator with the National Association of Fire Investigators.



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AGOSTI 00002

INVESTIGATION/CASE ANALYSIS

During my analysis of this fire incident I have reviewed the following documents, referenced the following materials and publications and performed the following tasks:

1. Southwest Fire District NFIRS fire report
2. "Report of Findings" authored by Jim Foster- Dated December 3, 2019
3. Expert Report authored by Jim Foster- Dated November 18, 2022
4. Rimkus Consulting Group Inc. file provided as discovery
5. Rimkus Consulting Group Inc. Evidence Custody Forms
6. Rimkus Consulting Group Inc. Evidence transmittal w/ cover letter
7. Rimkus Consulting Group Inc. Field Notes by electrical engineer John Diggle
8. Rimkus Consulting Group Inc. Field Notes by Louis V. Inendino
9. Forensic and Scientific Testing (FAST) Certified Laboratory Report- Dated April 14, 2020
10. Attendance at the following site inspections:
 - a) July 2, 2019
 - b) March 3, 2020
 - c) May 11, 2020
11. Attendance at the following evidence examinations:
 - a) February 24, 2022
 - b) August 23, 2022
12. Review of provided witness video
13. Review of Depositions of:

Dan Kelley, Gerald Depold, Greg Tolley, Jason Kelley, John Shatto, Kyle Orr, Mike Sherfield, Samir Dizdareic, Scott Kleinknight, Sharee Wells, Terry Reader, Trevor Miller, Fred Jones



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14. Report authored by Nicholas Ozog with Wiss, Janney, Elstner Associates Inc.- Dated November 18, 2022

I reviewed the following literature, standards and reference manuals, etc.

- a) National Fire Protection Association (NFPA) 921 Guide for Fire and Explosion Investigations- 2017 & 2021 editions.
- b) National Fire protection Association (NFPA) 1033 Standard for Professional Qualifications for Fire Investigator- 2014 & 2022 editions.
- c) ASTM E1188- Practice for the collection and preservation of information and physical items by a technical investigator.
- d) ASTM E860- Standard practice for examining and testing items that are or may be involved in litigation.

FIRE INCIDENT SUMMARY

The subject fire incident took place on March 19, 2019 at 6231 Macbeth Rd., Fort Wayne, Indiana. The subject property consisted of multiple buildings which were mostly shops for vehicle maintenance and dumpster repairs. The fire incident took place at or around 11:03 p.m. and was within a large industrial building which was located on the west side of the property. The subject building was quite large and had several additions. The subject building sustained severe heat and flame damage to the south half portion. The south, approximate 1/4 of the building sustained the most severe heat and flame damage. This included almost complete consumption of the roof structure and wall structures. The subject building was constructed of wood frame with metal corrugated exterior walls and metal corrugated interior ceiling and walls. There was an asphalt shingled roof. There were three large, overhead doors located on the east side of the subject building's south 1/4. The building had propane gas and electric service at the time of the fire.



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Overall view of property- Pre-fire (Google Earth Image)



Overall view of subject building- Pre-fire (Google Earth Image)



View of south end of subject building (Google Earth Image)



Overall view of subject building- post fire (Google Earth Image)

SUMMARY OF MY OPINIONS

1) Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that plaintiff Republic Service of Indiana's expert Jim Foster, failed to set forth or provide a forensic, science based and NFPA 921 compliant opinion/opinions or report with opinions related to the fire origin of the fire incident. Mr. Jim Foster's opinions as outlined in his "Report of Findings" dated December 3, 2019 and Expert Report dated November 18, 2022, specifically related to the incident fire origin, are flawed, inaccurate, unreliable and incomplete. Jim Foster's fire origin opinions are not based on the scientific method as required by NFPA 921, NFPA 1033 and accepted forensic fire investigation industry practices and standards.



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2) Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that plaintiff Republic Service of Indiana's expert Jim Foster, failed to set forth or provide a forensic, science based and NFPA 921 compliant opinion/opinions or report with opinions related to the fire cause of the fire incident. Mr. Jim Foster's opinions as outlined in his "Report of Findings" dated December 3, 2019 and Expert Report dated November 18, 2022, specifically related to the incident fire cause, are flawed, inaccurate, unreliable and incomplete. Jim Foster's fire cause opinions are not based on the scientific method as required by NFPA 921, NFPA 1033 and accepted forensic fire investigation practices and standards.

3) Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the fire origin related to the fire incident which occurred on March 19, 2019 at the property located at 6231 Macbeth Rd., Fort Wayne, Indiana was only able to be determined within a general area of fire origin. This included the south 1/4 of the subject building. This area of fire origin was very broad and was not able to be brought down to a more specific area and or point of fire origin. Though, based on witness video, the fire is clearly more advanced and well progressed in the southeast corner, at or near floor level and had not yet progressed to the middle or north portion of the south 1/4 of the building. Based on this, the area is to be considered a potential area of fire origin and warranted further examination and analysis.

4) Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the fire cause is undetermined. A specific area and/or point of fire origin were not able to be determined. Additionally, all potential, competent ignition sources were not eliminated.

5) Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that plaintiff expert Jim Foster's evidence collection from the subject fire scene, which took place on May 10, 2019, while no other parties were present, was conducted in a manner which does not follow recommended procedures in NFPA 921 or comply with accepted or recommend practices or procedures. Additionally, the aforementioned evidence collection was not properly documented.

6) Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the Sheboygan Blue Aqua Enamel Paint- Product number 73-4383C, is a water based, zero flammability rating, non-combustible product which does not sustain combustion.



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OPINION #1:

Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that plaintiff Republic Service of Indiana's expert Jim Foster, failed to set forth or provide a forensic, science based and NFPA 921 compliant opinion/opinions or report with opinions related to the fire origin of the fire incident. Mr. Jim Foster's investigation did not follow a systematic approach based on the scientific method, as recommended in NFPA 921. It is my opinion that Mr. Jim Foster's investigation was incomplete and the fire scene and potential areas of interest related to fire origin were not properly or thoroughly processed. Given the scope and size of the subject fire scene and potential area of interest, a thorough, controlled demolition of the fire scene should have been conducted in attempt to determine an area of fire origin and possibly a point of fire origin. Mr. Jim Foster states on page 1 of his Expert Report that "*On December 3, 2019, after thorough analysis of the site and artifacts from the site, I provided my opinions to Republic Services about the cause and origin of the March 19, 2019 fire which is the subject of this lawsuit.*" It is my opinion that this statement is inaccurate and Mr. Jim Foster's investigation was not thorough or complete. Mr. Jim Foster failed to conduct any excavation or reconstruction of the fire scene. This would have included the examination, layering, and removal of debris.

NFPA 921- 2017 edition-18.3.2 states in part "*Fire scene excavation (the examination, layering, and removal of debris) and reconstruction allows for the investigator to observe patterns on exposed surfaces and to locate evidence that can assist in making an accurate origin analysis. The purpose of fire scene reconstruction is to recreate as nearly as practicable the pre-fire positions of contents and structural components.*"

Mr. Jim Foster failed to secure the fire scene and overall site and or/area of interest. This failure to secure and limit access allowed for potential removal, destruction, or loss of items of evidentiary value and did not prevent undue change or additional damage to the scene. Mr. Jim Foster was initially out to conduct his initial, first inspection on March 20, 2019. He returned on May 10, 2019. This is approximately forty days. He made no attempt to secure and or preserve the site or subject fire scene. Furthermore, the next site inspection was not until July 2, 2019. The first joint scene inspection with multiple parties was next on March 3, 2020. At the time of the March 3, 2020 site inspection, I observed and documented that the subject fire scene was altered. The ground along the east wall of the subject building and within the area of interest had been cleared utilizing heavy equipment, with evidence of track marks on the ground. It was also observed and documented that some debris from the cleared area was placed into the fire scene. Additionally, several items to include an ice machine, garbage can and cigarette disposal container, all which were not fire damaged and clearly from another area, were placed into the fire scene on top of debris and within the area of interest. It is my opinion that the lack of fire scene security and preservation led to additional damage in the form of extensive corrosion, allowed for partial clean-up of the perimeter with debris thrown into the fire scene. This also



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allowed for further cross contamination. It is my opinion that this could be considered spoliation as defined in NFPA 921.

NFPA 921- 2017 edition-12.3.5 states in part *"Spoliation of evidence refers to the loss, destruction, or material alteration of an object or document that is evidence or potential evidence in a legal proceeding by one who has the responsibility for its preservation. Spoliation of evidence may occur when the movement, change, or destruction of evidence, or the alteration of the scene significantly impairs the opportunity of other interested parties to obtain the same evidentiary value from the evidence, as did any prior investigator."*



View of southeast corner with evident track marks and cleared debris



View of east side of the south portion of the subject building
Depicting items foreign to the area

NFPA 921- 2017 edition-29.5.2.1 states in part *"One of the first tasks to be completed is the establishment of investigation site security. Entrance should be limited to those individuals necessary to provide for safety, prevent the removal, destruction, or loss of items of evidentiary value; and prevent undue change or additional damage to the scene. It may be necessary to hire private security personnel or install barriers to obtain the level of security needed. Security should be maintained continuously until the investigation site activities are complete."*

NFPA 921- 2017 edition-18.1, states in part *"This chapter recommends a methodology to follow in determining the origin of a fire. The area of fire origin is defined as a structure, part of a structure, or general geographic location within a fire scene, in which the "point of origin" of a fire or explosion is reasonably believed to be located. The point of origin is defined as the exact physical location within the area of origin where a heat source and the fuel interact, resulting in a fire or explosion. The origin of a fire is one of the most important hypotheses that an investigator develops and tests during the investigation. Generally, if the origin cannot be*



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determined, the cause cannot be determined, and generally, if the correct origin is not identified, the subsequent cause determination will also be incorrect."

NFPA 921-2017 edition-Figure 18.2 outlines some examples when applying the scientific method to origin determination. These include but are not limited to; determine pre-fire conditions, excavation/examination/reconstruction of the scene, witness statement and observations, heat and flame vector analysis, electrical arc mapping, initial origin hypotheses, alternate hypotheses, origin insufficient to determine cause. See chart below.



Mr. Jim Foster states on page 1 in his "Report of Findings" that "*Rimkus Consulting Group, Inc. was retained by CCMSTI to determine the origin and cause of the fire and to determine if the recently installed heaters contributed to the cause.*" and "*A second site examination was completed on May 10, 2019, to uncover heaters recently installed from fire debris.*" It is my opinion Mr. Jim Foster's investigation, from the onset was guided by and subject to expectation bias. In essence, the scene was not processed and Mr. Jim Foster only had concern with three infrared gas-fired tube heaters. Mr. Jim Foster's focus on the heaters was not based on first identifying an area of fire origin. Mr. Jim Foster did not utilize a systematic approach utilizing and considering the scientific method during his investigation related to fire origin.



Mr. Jim Foster states on page 1 of his Expert Report that *"A representative from Republic retained Rimkus after the fire to evaluate the origin and cause and determine if the recently installed heaters may have contributed to the cause of the fire."* It is my opinion that this statement is reflective of Mr. Jim Foster's expectation bias from the onset of his investigation. His expectation bias led him to reach a premature conclusion without having examined or considered all relevant data.

NFPA 921- 2017 edition-4.3.9, states in part *"Expectation bias is a well-established phenomenon that occurs in scientific analysis when investigators (s) reach a premature conclusion without having examined or considered all of the relevant data. Instead of collecting and examining all of the data in a logical and unbiased manner to reach a scientifically reliable conclusion, the investigator (s) uses the premature determination to dictate investigative processes, analyses, and ultimately, conclusions, in a way that is not scientifically valid. The introduction of expectation bias into the investigation results in the use of only that data that supports the previously formed conclusion and often results in the misinterpretation and/or the discarding of data that does not support the original opinion. Investigators are strongly cautioned to avoid expectation bias through proper use of the scientific method."*

Mr. Jim Foster does not state or identify a clear, concise and scientific based fire origin. Mr. Jim Foster states on page 1 of his Expert Report *"The area where the fire appeared to have originated was at the south end of the building where Republic's trash dumpsters were repaired and repainted."* This is a broad, general area of fire origin. Mr. Jim Foster states on page 3 of his Expert Report *"Charring and heat damage to the east tube heater was greater than damage to the other tube heaters. This indicates the fire origin occurred in the east heater near the control box associated with the ignition of the propane fuel."* This is an inaccurate and flawed statement. In fact there is no east heater. The three identified heaters are a north, middle and south heater. They run lengthwise east to west. Mr. Jim Foster states on page 3 of his Expert Report *"The fire patterns on the metal roof were discolored and charred more than other metal sheeting along the sides of the building. The discoloration of the metal indicated the fire started high in the building. Information from employees was high in the building upon discovery. This combined with the fire damage to the south heater that was at ceiling level indicated the possible location of origin."* Mr. Jim Foster inaccurately and unreliably identifies metal portions of the building. The subject building was collapsed or consumed by the fire. Corrugated metal building components were down at or near floor level with no discernable way to differentiate where they were from or which metal panels they were (exterior wall, interior wall or interior ceiling). There were no fire patterns or indicators to indicate a fire originating up high in the building. A witness video depicts the fire well advanced in the southeast corner of the building, with only smoke showing and no fire involvement in the middle and north portion of the area. Mr. Jim Foster states a possible location of origin. This speaks to his level of certainty. A "possible" level of certainty is only feasible but cannot be declared probable. Mr. Jim Foster's level of certainty



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related to the fire origin is not at a reasonable degree of scientific certainty. There are numerous possible areas of fire origin in the building.

NFPA 921-2017 edition-4.5.1- states in part *"The investigator should know the level of certainty that is required for providing expert opinions. Two levels of certainty commonly used are probable and possible.*

1) Probable. This level of certainty corresponds to being more likely true than not. At this level of certainty the likelihood of the hypothesis being true is greater than 50 percent.

2) Possible. At this level of certainty, the hypothesis can be demonstrated to be feasible but cannot be declared probable. If two or more hypotheses are equally likely, then the level of certainty must be "possible."

Mr. Jim Foster does not set forth a clear, concise, fire origin opinion based on the scientific method as required by NFPA 921 and the accepted forensic fire investigation practices and standards. Mr. Jim Foster did not utilize a systematic approach utilizing and considering the scientific method during his investigation related to fire origin.

OPINION #2:

Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that plaintiff Republic Service of Indiana's expert Jim Foster, failed to set forth or provide a forensic, science based and NFPA 921 compliant opinion/opinions or report with opinions related to the fire cause of the fire incident. Mr. Jim Foster's opinions as outlined in his "Report of Findings" dated December 3, 2019 and Expert Report dated November 18, 2022, specifically related to the fire incident fire cause, are flawed, inaccurate, unreliable and incomplete. Mr. Jim Foster does not definitively state an opinion, scientifically based, as related to the fire cause. Mr. Jim Foster states on page 1 of his Expert Report *"The cause and origin of the fire is a direct result of the open infrared heaters installed in an area where painting and other procedures were performed."* This statement in and of itself is not a fire cause determination. Mr. Jim Foster states on page 4 of his Expert Report *"Information provided at the time of the fire site examination indicated temperatures prior to the fire were higher than what the settings were for the thermostat. Once the temperature dropped the ignition of the infrared heaters ignited. This occurred prior to the fire discovery. The heaters were the only source of ignition in the area of origin. In summary, other potential ignition sources were identified in the general area of fire origin. However, these other potential sources were ruled out due to their location and origin location."* This statement is speculative and not based on sufficient, reliable data. Mr. Jim Foster



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simply states that paint and other flammable products used in the repair of trash dumpsters collected on the tube heaters and ignited. Mr. Jim Foster opinion does not describe or articulate the exact cause hypothesis. The first fuel ignited, ignition source, ignition sequence are not described, explained or substantiated. Mr. Jim Foster's photographs clearly identify and depict smoking materials in and around the subject area of interest. He does not clearly explain or articulate how, if at all he was able to eliminate them as a possible, competent ignition source. Mr. Jim Foster's photographs clearly identify and depict large quantities of electrical components, to include branch circuit wiring, junction boxes, light fixtures, circuit breaker panels. He does not clearly explain or articulate how, if at all he was able to eliminate them as a possible, competent ignition source. Additionally, Mr. Jim Foster does not accurately determine or define an area of fire origin to specifically identify and narrow down potential ignition sources within an area to rule in or rule out. Mr. Jim Foster failed to examine, analyze, document and collect for further examination, the gas system within the area of interest. This gas system fueled the subject three infrared gas-fired heaters. Mr. Jim Foster's Expert Report dated November 18, 2022, states on page 1, "The cause and origin of the fire is a direct result of the open infrared tube heaters installed in an area where painting and other procedures were performed." Mr. Jim Foster's opinions related to the fire cause are not based on the scientific method as recommended in NFPA 921.

NFPA 921-2017 edition-19.1, states in part *"Fire cause determination is the process of identifying the first fuel ignited, the ignition source, the oxidizing agent, and the circumstances that resulted in the fire. Fire cause determination generally follows origin determination. Generally, a fire cause determination can be considered reliable only if the origin has correctly been determined."*

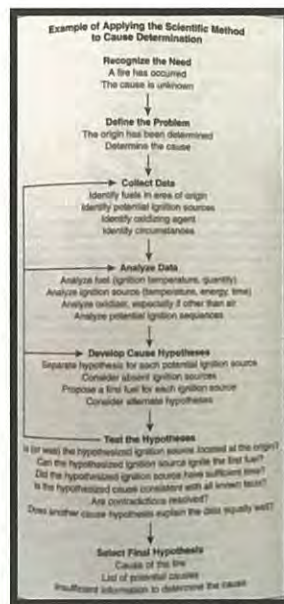
NFPA 921-2017 edition-Figure 19.2 outlines some examples when applying the scientific method to cause determination. These include but are not limited to; origin has been determined, identify fuels in area of origin, identify potential ignition sources, analyze fuel(ignition temperature, quantity), analyze ignition source(temperature, energy, time), separate hypothesis for each ignition source, consider alternate hypothesis, can the hypothesized ignition source ignite the first fuel, insufficient information to determine cause. See chart below.



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Mr. Jim Foster had present with him at the joint scene inspection which took place on march 3, 2020, electrical engineer John Diggle with Rimkus Consulting Group, Inc. Mr. Jim Foster's reports fail to describe or articulate how he utilized the assistance of an electrical engineer. He failed to state that he used the engineering analysis of his electrical engineer to assist him in eliminating other electrical fire causes in the area of fire origin.

Mr. Jim Foster does not set forth a clear, concise, fire cause opinion based on the scientific method as required by NFPA 921 and the accepted forensic fire investigation practices and standards.

OPINION #3:

Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the fire **origin** related to the fire incident which occurred on March 19, 2019 at the property located at 6231 Macbeth Rd., Fort Wayne, Indiana was only able to be determined to be within a general area of fire origin. This included the south 1/4 of the subject building. This area of fire origin was very broad and was not able to be brought down to a more specific area and or point of fire origin. Significant, severe heat and flame damage, to include the almost complete consumption and collapse of the roof structure and walls, resulted in a difficult fire scene to determine a more specific area or point of fire origin. My opinion and opinion expressed at the time of the scene



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inspections, is that a controlled, demolition of the area of interest needed to be conducted in attempt to possibly determine a specific area or point of fire origin. The scene and area of interest was not thoroughly processed. In fact plaintiff expert Mr. Jim Foster who was coordinating and running the joint inspections made it clear he had no intention and was not processing the entire area of interest. In fact, Mr. Jim Foster's limited action during the course of the joint scene inspections was to enter his area of interest and collect three infrared gas-fired heaters. I objected and requested that the controlled demolition and processing be conducted. A fire scene reconstruction was not attempted to possibly determine a more specific area of fire origin. Given a broad area of fire origin, there were many possible areas of fire origin.

NFPA 921- 2017 edition-18.1, states in part *"This chapter recommends a methodology to follow in determining the origin of a fire. The area of fire origin is defined as a structure, part of a structure, or general geographic location within a fire scene, in which the "point of origin" of a fire or explosion is reasonably believed to be located. The point of origin is defined as the exact physical location within the area of origin where a heat source and the fuel interact, resulting in a fire or explosion. The origin of a fire is one of the most important hypotheses that an investigator develops and tests during the investigation. Generally, if the origin cannot be determined, the cause cannot be determined, and generally, if the correct origin is not identified, the subsequent cause determination will also be incorrect."*

Based on my assessment and evaluation of a witness video, it is my opinion that the video depicts the fire involvement of the southeast corner, at or near floor level. The video also depicts only smoke showing from the middle and north portion of the south 1/4 of the building. The fire had not progressed to those areas yet. It is my opinion that the southeast corner is an area of interest and possible area of fire origin which needed to be processed and further analyzed in attempt to determine a specific area of fire origin. Mr. Jim Foster's investigation did not examine process or consider this area as a possible fire origin. Of note, the incoming electric service and circuit breaker panels for the subject building are in the area of the southeast corner along the south wall.

See the photographic comparison below depicting the east side of the south portion of the subject building. Three overhead doors can be seen for comparison.



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Witness video screenshot (note arrow depicting curved downspout)



Google earth image (note arrow depicting curved downspout)

It is my opinion that the fire origin is within the south 1/4 of the subject building. A more specific area or point of fire origin was not determined.

OPINION #4:

Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the fire cause is undetermined. Firstly, an area of fire origin was not able to be determined, thus a cause was not determined. Within the fire origin and area of interest, there were several potential ignition sources which were unable to be eliminated as causing this fire. A thorough processing and examination of the fire scene and area of interest was not conducted or completed. This left several identified, potential ignition sources, to include branch circuit wiring, junction boxes w/



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conductors, circuit breaker panels, lighting fixtures, electric fans and other building electrical components not being examined, evaluated or analyzed. None of these aforementioned items were collected and removed from the fire scene as evidence for further analysis. It is my opinion that these items remain potential ignition sources which were not ruled out as being the cause of the fire. Other identified potential ignition sources include discarded and or improperly disposed of smoking materials. I observed and documented smoking materials in the form of cigarette packaging and cigarette butts within a melted down garbage can located at floor level on the interior of the south 1/4 of the building and immediately below the north infrared gas-fired heater. Additionally, discarded cigarette butts were observed and documented on the ground and in close proximity to the exterior of the southeast corner of the subject building. It is my opinion that smoking materials improperly discarded or disposed of are unable to be eliminated as being a potential cause for this fire loss.



View depicting electrical components within area of interest



View depicting electrical components within area of interest



View depicting electrical components within area of interest



View depicting electrical components within area of interest



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NFPA 921- 2017 edition- 18.8, states in part *“There are occasions when it is not possible to form a testable hypothesis defining an area that is useful for identifying potential causes.”*

It is my opinion that after my examination of the three infrared gas-fired heaters collected and removed from the fire scene, during evidence exams on February 24, 2022 & August 23, 2022, that there was no evidence of the presence of or the build-up of blue paint on any of the three heaters or their associated components.

It is my opinion that any theory related to the ignition of flammable and or combustible materials collecting on the infrared gas-fired heaters is flawed and incomplete, as there are other potential ignition sources which are potentially capable of igniting any identified materials suspected as being ignited. These other ignition sources include gas torches, grinders, welding, electric switches, electric fans, torpedo heaters and smoking. Additionally, based on information provided and photographic evidence, the previously installed suspended heaters, which were in place within the same space as the three infrared gas-fired heaters, since 2008 and were operating under the same conditions, with the application of Sheboygan blue paint, reportedly never caused any problems, to include fire or explosion. Furthermore, it was observed that in an adjacent building from the subject fire building, that painting operations were reportedly taking place, to include the application of Sheboygan blue paint. There were two infrared gas-fired heaters in place. There were no reported problems, to include fire or explosion.

It is my opinion that Mr. Jim Foster should have considered this data related to the previous heaters when developing, testing and selecting a final hypothesis, as recommended in NFPA 921.

Mr. Jim Foster states on page 2 of his Expert Report “The dumpster maintenance included operations such as repairing, sanding, patching and repainting dumpsters. Work in this included the use and storage of flammable combustibles materials.”

It is my opinion that the three infrared heaters in place at the time of the fire and located within the south 1/4 of the building were installed in a manner adhering to and following the manufactures installation and operations instructions. Additionally, at the time of installation the heaters were installed in such an application and environment that did not expose the heaters to volatile and low flash point materials. At the time of installation, the subject building and area the heaters were installed was not an NFPA 33 compliant spray booth/spray area. At the time of installation, the subject building and area the heaters were installed was not an approved or certified spray booth/spray area as deemed by any local or state government agency or entity, such as the city, county or state.

NFPA 921- 2017 edition- 17.3.1.1, states in part *“Generally, the cause of a fire or explosion is not known until near the end of the investigation. Therefore, the evidentiary or interpretative value of various pieces of physical evidence observed at the scene may not be known until, at, or*



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near the end of the fire scene examination, or until the end of the complete investigation. As a result, the entire fire scene should be considered physical evidence and should be protected and preserved."

It is my opinion that the Forensic and Scientific Testing (FAST) Certified Laboratory Report indicating the presence of medium and heavy petroleum distillates, can be explained as being expected to be present or common to the area in the subject work shop area and subject building. This is based on the documented presence of asphalt shingles and tar paper, lens wipe packets, other solvents and flammable liquids. There were several containers observed and documented which possibly contained flammable liquids. Additionally, it is my opinion that given the collapse of the roof, ceiling and all unburned components ultimately resting on or near floor level, with the tens of thousands of gallons of water utilized to extinguish the fire, any liquids within the area of fire damage would have become dispersed or floating to other areas than they were originally. This clearly caused cross-contamination.



View of containers in metal storage cabinet



View of containers in metal storage cabinet

It is my opinion that based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the fire cause is undetermined. A specific area and/or point of fire origin were not able to be determined. Additionally, all potential, competent ignition sources were not examined, analyzed or collected as evidence and were unable to be eliminated.

OPINION #5:

Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that



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plaintiff expert Jim Foster's evidence collection was not conducted following accepted guidelines and procedures as set forth in NFPA 921. Additionally, Mr. Jim Foster did not follow or comply with accepted practices or procedures. It is my opinion that Mr. Jim Foster failed to properly document his evidence collection from the subject fire scene. With no other parties present, it is of the utmost importance to properly document evidence collection.

NFPA 921- 2017 edition- 17.1, states in part that *"During the course of any fire investigation, the fire investigator is likely to be responsible for locating, collecting, identifying, storing, examining, and arranging for testing of physical evidence. The fire investigator should be thoroughly familiar with the recommended and accepted methods of processing such physical evidence."*

NFPA 921- 2017 edition- 17.5.2.1, states in part that *"Physical evidence should be thoroughly documented before it is moved. This documentation can be best accomplished through field notes, written reports, sketches, and diagrams, with accurate measurements and photography. The diagramming and photography should always be accomplished before the physical evidence is moved or disturbed. The investigator should strive to maintain a list of all evidence removed and who removed it."*

It is my opinion that Mr. Jim Foster failed to properly document his evidence collection through photography, diagramming or field notes. It is my opinion that Mr. Jim Foster failed to produce any sketches, measurements or field notes related to his evidence collection. Additionally, his photographs of his evidence collection are very minimal and incomplete. It is my opinion that Mr. Jim Foster's evidence collection fail to depict accurately his evidence collection. The photographs fail to depict all evidence collection performed and do not depict accurately the locations where evidence was collected. It is my opinion that Mr. Jim Foster's Evidence Custody Forms indicate two separate forms with date collected as being May 10, 2019. Each form indicates Exhibit A, B & C, with separate and different descriptions on each form. It is my opinion that this indicates two sets of evidence labeled A, B & C. This indicates a discrepancy in Mr. Jim Foster's evidence documentation. Additionally, it is unclear which evidence was submitted for laboratory analysis.

OPINION # 6:

Based on scientifically accepted and well documented indicators and the information provided to me at this time, it is my opinion, within a reasonable degree of fire science certainty, that the Sheboygan Blue Aqua Enamel Paint- Product number 73-4383C, is a water based, zero flammability rating, non-combustible product which does not sustain combustion. This opinion is based on the manufactures label and MSDS sheets for the subject product. The paint is not a



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flammable finish. Additionally, it was noted and observed that throughout the subject building and area of interest, that there was evidence of unburned, pristine blue paint remnants in the form of chunk pieces. These pieces and remnants were throughout and completely unburned or consumed by the fire. It is also my opinion that there was no build up or even slight presence of blue paint on any of the three infrared gas-fired heaters removed from the fire scene.



Drum of blue paint from subject site



Drum of blue paint from subject site



Drum of blue paint from subject site



Drum of blue paint from subject site

All of my opinions are based on my review of documents, photographs and videos. Additionally, my opinions are based on my examination of the subject fire scene and my education, training and experience as a fire and explosion investigator. All opinions are based on scientifically accepted and well documented indicators and are within a reasonable degree of fire science



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certainty. As addendums to this report and in separate documents are partial photograph documents with representative photographs from my complete set of photographs taken.

If and when more or additional information become available to me, I reserve the right to amend my opinions as stated above. If you have any questions or need further assistance please feel free to contact me.

Respectfully submitted,



Michael Agosti- IAAI CFI, NAFI CFEI & CVFI
Fire Analyst

Technical review by:



John Agosti-IAAI CFI, NAFI CFEI
Fire Analyst



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REPORT OF FINDINGS re.

Fire at Republic Services of Indiana, Limited Partnership's Fort Wayne Facility, at
6231 Macbeth Rd., Fort Wayne, Indiana 46809

Date of Loss: March 19, 2019

PREPARED FOR:

Mr. James W. Hehner
Clendening Johnson & Bohrer, P.C.
225 North Delaware St.,
Indianapolis, IN 46204-2127

PREPARED BY:

Michael A. Vergon, IAAI-CFI
Vergon and Associates Fire Investigation, LLC
14074 Trade Center Drive, Suite 250
Fishers, Indiana 46038
(317) 508-0527

December 29, 2022



INTRODUCTION AND BACKGROUND

On March 19, 2019, sometime around 11:00 p.m., Republic Services employees, at 6231 Macbeth Rd., Fort Wayne, Indiana, discovered a fire at one of the facility structures and called 911 to report the fire. Initially, only smoke was observed at or near the south end of what has been identified as Building 1. Building 1, hereafter referred to as ‘the structure’ was partially comprised of a storage bay, at its furthest south end, and two adjoining paint bays to the north. The below pre-fire photographs depict the structure as described:



Figure 1: Google Image aerial view, from Coe Exhibit, depicting overall building arrangement of Republic Facility. North is at top of photo.



Figure 2: Google Image aerial view, from Coe Exhibit, depicting east face view of Building 1, where smoke and flames were first observed by early witnesses. South end of building is at left in photo.

Samir Dizdarevic was one of the first known witnesses to the fire and was alerted to an odor of smoke, by a security guard. In his deposition testimony, he describes seeing only smoke at first and then flames, where the roof and rafters meet, and also at the overhead door closest to the south end of the structure. Soon after discovery, before seeing flames, he entered into the attached Operations Building, with the security guard, to “take a peek” and also observed smoke at the interior of the structure, describing the smoke as gray and/or white in color.

The first of the below photographs is one of the first known photos to be taken of the fire. It is not known who took the photo, nor at what time. A following side-by-side photographs depict what I believe to be the south end of Building 1, pre-fire and during-fire. The southernmost bay storage room appears to be the most heavily involved of the bays.



Figure 3: Early witness photograph of fire. Note furthest south bay Storage Room is most heavily involved of the bays, with fire also involving the south, exterior end of the structure.

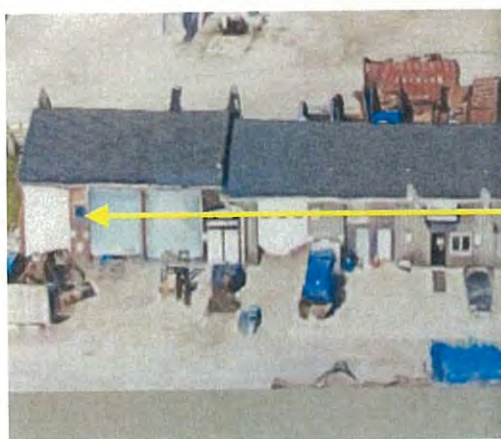


Figure 4: Side-by-side photos, with vent fan window location being identified.

Allen County Southwest Fire Territory firefighters, dispatched at approximately 11:03 p.m., arriving on scene at approximately 11:14 p.m., observed flames venting from the roof of the structure. Firefighters fought the fire for several hours, finally extinguishing it, departing the scene at approximately 5:03 a.m., the following morning. The fire resulted in the destruction of the majority of the south end of the structure and its contents.

Rimkus Consulting Group, Inc. Preliminary Investigation and Initial Report

Rimkus Consulting Group was retained by CCMSI, on behalf of Republic Services, to conduct an investigation regarding the origin and cause of the fire. Investigator Jim Foster was the assigned investigator for Rimkus Consulting Group.

On March 20 or March 21, 2019, Investigator Foster conducted his initial scene examination. This date is unclear, as his report states he conducted his initial examination on March 21, 2019, but his photographs are dated March 20, 2019. Investigator Foster also states the date of the fire as March 3, 2019, while the fire department incident report lists the date of the fire as March 19, 2019. It is not known if Investigator Foster took field notes during his initial investigation, as none have been provided for review.

On May 10, 2019, more than seven weeks after his initial examination, Investigator Foster returned to the scene and collected swab and paint samples, which were submitted to Forensic and Scientific Testing (FAST) for analysis. It is not known from where these samples were collected, as there are no photographs, field notes, or narrative provided that document this information.

On July 2, 2019, a scheduled joint scene examination was commenced at the Republic Services facility with those parties which were initially placed on notice. Space Ray Gas Fired Products was not one of those parties initially placed on notice and no representative was present on their behalf on the date of this scene examination.

On December 3, 2019, Investigator Jim Foster authored a Report of Findings. Investigator Foster lists three Conclusions near the beginning of his report. They are:

1. "A fire occurred inside of the maintenance structure located along the west side of the property. The fire involved the south end of the structure where trash dumpsters are repaired and repainted."
2. "The fire involved the south end of the facility where ceiling tube heaters had recently been installed."
3. "The cause and origin of the fire is a direct result of open infrared tube heaters installed in an area where painting and other procedures are performed. The installation of this type of

heater is not recommended in this environment. Paint and other flammable products used in the repair of trash dumpsters collected on the tube heaters and ignited.”

Prior to stating these conclusions in his report, Investigator Foster states, “During our investigation, we applied the scientific methodology of fire investigation using the systematic approach as recommended in the current addition of National Fire Protection Association, N.F.P.A. 921 - “Guide for Fire and Explosion Investigations and N.F.P.A 1033 Standard for professional Qualifications for Fire Investigator”.”

On February 21, 2020, I was retained to represent Space Ray, insured by FCCI, in the furtherance of this origin and cause investigation and in a joint scene examination scheduled for May 3, 2020. I was also provided a copy of Investigator Foster’s Report of Findings, in which he reportedly had already determined origin and cause.

REVIEW OF INVESTIGATOR FOSTER’S INITIAL REPORT OF FINDINGS

In preparation of the scheduled joint scene examination, I reviewed Investigator Foster’s Report of Findings, dated December 3, 2019. Investigator Foster included a “DISCUSSION” section in his report, which is presumably the basis for his conclusions. His narrative includes the following statements:

Page 2 - Work in the area of the dumpster maintenance area involved the “use of flammable and other combustible material”

- Investigator Foster does not identify what flammable and/or combustible materials were present, how they were used, nor where they were located. He does also not document how he became aware of this information.

Page 2 - “Employees left the facility at 4-4:30 p.m.”

- No employees are identified in his report. It is not documented which employee(s) was/were last working in Investigator Foster’s determined area of origin. It is not documented what the employee’s last actions or observations were prior to leaving that day, or if any of these employees smoked cigarettes.

Page 2 - “Three Space Ray ceiling tube infrared heaters, model PT125-30L5 had been installed in the paint and welding shop area within the past two months.”; and “There had been no problems related to the heat prior to the fire event.”

- These statements may infer that Investigator Foster is already laying the groundwork for a “cause” to the fire, before he has substantiated an origin of the fire.

Page 2 - Investigator Foster refers to the Space Ray heater instruction manual and cites, “this heater is not an explosion proof heater.” And further cites, “Where the possibility of exposure to volatile and low flash point materials exist, it could result in property damage or death. This heater must not be installed in a spray booth where the heater can operate during the spraying process. The heater is a self-contained infrared radiant tube heater fore use in location where flammable gases or vapors are not generally present.”

- The statements regarding the heater not being explosion proof, and statements regarding volatile and low flash point vapors pertain to an explosion hazard. There are no witness accounts, nor is there any other evidence presented by Investigator Foster by which to substantiate an explosion occurred prior to an ensuing fire.

Page 2 - “The facility did not meet NFPA code or compliances of a spray booth.”

- It is not clear if Investigator Foster is actually implicating Republic Waste for being at fault for not operating to code. Further, a bay area of a structure is typically not a “spray booth”.

Page 3 - “Other potential ignition sources were in the general area of fire origin however were not considered a potential due to their location and origin location.”

- Investigator Foster states there were potential ignition sources present in the general area of fire origin, and then, in the same sentence says they were not considered due to their location. He does not identify other potential ignition sources, nor their specific locations. To not even consider other potential ignition sources in a general area of origin is not in line with adhering to the scientific method according to NFPA 921, as Investigator Foster states he does in his report.¹

Page 3 - “The fire origin was reportedly high in the structure when first observed, which would place it at or near the ceiling.”

- Investigator Foster provides no information regarding any specific witness observation regarding where fire/first flames were actually observed, nor does he identify any witness, what any witness may have specifically observed, nor where any witness was located when observations may have been made. Investigator Foster only seems to assume fire originated at or near ceiling level, but has no real basis for making that assumption. For example, was there any witness who saw fire conditions within the interior of the structure, or did the witness only make observations from the exterior of the structure? Further, Investigator Foster seems to discount the possibility the fire originated low in the structure, unseen, then progressed upward and outward, to the point that it was discovered. He also seems to dismiss the possibility, since he states the fire origin was “high in the structure”, that the fire could have

¹ NFPA 921, Guide for Fire and Explosion Investigations, 2021 Edition; Figure 19.2

originated within the attic space. Investigator seems to be attempting to define origin only because he knows the tube heaters were located near ceiling level and were recently installed.

Page 3 - “When the hearer (sic) activated, the spark to ignite the gas and heat ignited the combustibles that had accumulated on the surface and burners of the tube heaters.”

- It is unclear if Investigator Foster is stating that a spark will ignite heat, as heat does not ignite. He also does not clarify which tube heater or burner specifically was the source of the fire. Previously in his report, Investigator Foster also cites a portion of the heater manual regarding it being a self-contained system. If this is the case, then Investigator Foster fails to explain how any combustible material may have been ignited by a spark or burner, which was not exposed to the environment of the painting area.

Page 3 - “The fire patterns on the metal roof were discolored and charred more than other metal sheeting along the sides of the building. The discoloration of the metal indicated the fire was high in the building. Information from employees indicted (sic) the fire was high in the building upon discovery. This combined with the fire damage to the south heater that was at ceiling level indicated the possible location of the fire.”

- Investigator Foster incorrectly states that fire patterns were discolored and charred. This is a technically incorrect statement as discoloration and charring *are* types of patterns, which are detailed in NFPA 921. Further, patterns such as these can also mean that metal and wood surfaces are simply exposed to either a higher degree of energy release and/or a longer duration to burning at these areas. Given the amount of destruction, building collapse and burning in this case, any fire patterns observed in a case such as this should not be given any weight regarding the fire’s origin.
- Investigator Foster states the combined fire damage and the damage to the south heater indicated only a “possible” origin of the fire, yet he offers no further documentation anywhere in his report to support this hypothesis.

Investigator Foster photograph used in his report:

Photograph 2
Paint and other combustibles material inside ventilation pipe of tube system



Figure 5: Photo contained within Investigator Foster report.

- Investigator Foster does not identify anywhere in his report where this tube section was in the fire scene. He does not identify if this is from where he collected a swab sample sent to the laboratory for analysis. He does not explain how this material may have ended up in a self-contained, connected tube system. In fact, the tube systems of the three separate heaters had collapsed as a result of the fire and had come apart, coming to rest at various locations among the collapsed structure, contents, and debris, to include at concrete slab level. Further, Investigator Foster did not collect swab samples for more than seven weeks after the fire. It is most probable this material accumulated within the interior of the end of the tube during firefighting operations, or sometime post-fire.

JOINT SCENE EXAMINATION (March 3, 2020)

On March 3, 2020, I participated in a joint scene examination at the Republic Waste facility, at 6231 Macbeth Rd., Fort Wayne, Indiana. Several other investigators were also present representing the various parties placed on notice. Prior to beginning any further scene examination, a briefing was held and the following additional information was related by Investigator Foster:

- The involved structure consisted of an area that was used a paint room, for the past 5-6 years.
- The only ventilation was natural, by cross ventilation.
- It is not known when any filters were last changed.
- It is not known if rags were used in the painting process.
- On November 20, 2018, work was conducted in the structure to upgrade due to prior water damage.
- On January 19, 2019, Coe Heating and Air installed three, LP, 125 BTU heaters.
- Three employees worked in the fire-damaged area.
- Welding and repair work was conducted at the north end of the area, the middle area consisted of a lounge, and painting and some welding work was performed at the south end.
- The last welding work ended at 10:00 a.m.
- It is typical for 3-4 dumpsters a day to be worked on/painted.
- All work was completed at 3:00 p.m., and it took an hour for clean-up.
- The paint room manager was the last person to leave the facility, at 6:30 p.m.
- The thermostat was set at 60 degrees Fahrenheit.
- At 10:50 p.m., a cleaning crew, in the center section, detected an odor of smoke.
- Flames were observed at the southernmost overhead door when the source of smoke odor was investigated.
- On March 20, 2019, Rimkus conducted an initial scene examination. Photographs were taken and the scene was left as it was.
- On May 10, 2019, a follow-up investigation was conducted by Rimkus. Additional photos were take and some excavation was conducted.
- On July 2, 2019, an initial joint scene examination was conducted. Participating parties conducted scene documentation only.
- There has been no scene security and the scene was left uncovered.

In addition to the briefing provided by Investigator Foster, Fred Jones made himself available for interview by participating on-site investigators. Mr. Jones was identified as the Container Shop Manager. He provided the following information:

- Electric service distribution was along south the wall w/ southeast corner below ground service entrance.
- Painting was done in two southernmost bays
- Contractor put lights in 3 years ago. Converted to LED. Korte Electrical performed this work.
- Filters switched on every 2-3 weeks. Regarding the main exhaust system, everything was on three switches. The exhaust system brought fresh air in and exhausted dust outside to south side.
- Did not pay attention to build up of paint residue on heaters, since only installed recently.
- Paint and bed-liner used on bins.
- 12-15 containers were painted per day, at times.
- Converted truck shop to paint bays 5-6 years ago.
- There were two thermostats, and always turned old heaters off, but left new ones on. The thermostats may have actually been set to 75 degrees Fahrenheit.
- The heaters were 9' - 10' above floor level.
- The furthest south bay was utilized for storage and contained a second story.
- When he walked through the area, everything was "off".
- The paint sprayer would shoot an approximate maximum distance of 24".
- Mist would still accumulate on surfaces at upper levels.

Subsequent to the briefing, it was determined that another identified party was not present and needed to also be attendance before any scene excavation was conducted and before any items of potential evidentiary value were collected.

Below are several photos, which generally depict the extent of fire damage to the structure:



Figure 6 (DSC_8755): View at Southeast corner of structure remains.



Figure 7 (DSC_8767): View from southwest corner of structure remains.



Figure 8 (DSC_8781): View within structure remains, east to west.



Figure 9 (DSC_8788): View within structure remains, east to west.

In a group setting, while still on scene, I engaged Investigator Foster and Rimkus Electrical Engineer Lou Inendino in conversation regarding the level of destruction at the scene and the likelihood of eliminating a possible electrical cause to the fire. I also specifically asked Investigator Foster how he came to his determination that the fire was caused by the infrared tube heaters.

EE Inendino advised that he could not eliminate a potential electrical cause to the fire. I also asked him about collecting electrical component remains and examining them in a laboratory setting to examine them more thoroughly. He replied this would not change his opinion.

When I asked Investigator Foster how he determined fire originated at the tube heaters, he replied that he came to this determination, because they were the only thing “on” at the time of the fire, and witnesses saw the fire “high”. I asked him if those witnesses ever saw conditions within the interior of his determined bay area of origin and he replied that the witnesses only saw conditions from the exterior of the structure.

When I asked Investigator Foster where exactly he thought the fire originated within the structure, he pointed toward the destroyed structure and said, “in there somewhere.”

During this examination, I documented the presence of an empty cigarette pack among the remains of debris, in a melted garbage container near one of the tube heaters that had collapsed to floor level.



Figure 10 (DSC_8805): Melted garbage container remains among collapsed debris and section of collapsed tube.

I asked Investigator Foster how he could eliminate the possibility of a discarded cigarette as contributing to the cause of the fire and he replied that he was told nobody smoked in there.

Prior to departing the facility, I documented that the blue paint used to paint garbage bins was a Sheboygan Paint Company brand, water based paint. The following photos document the identification of the paint utilized at the Republic Services facility:



Figure 11 (DSC_8820): Barrel of "Republic Blue" paint.

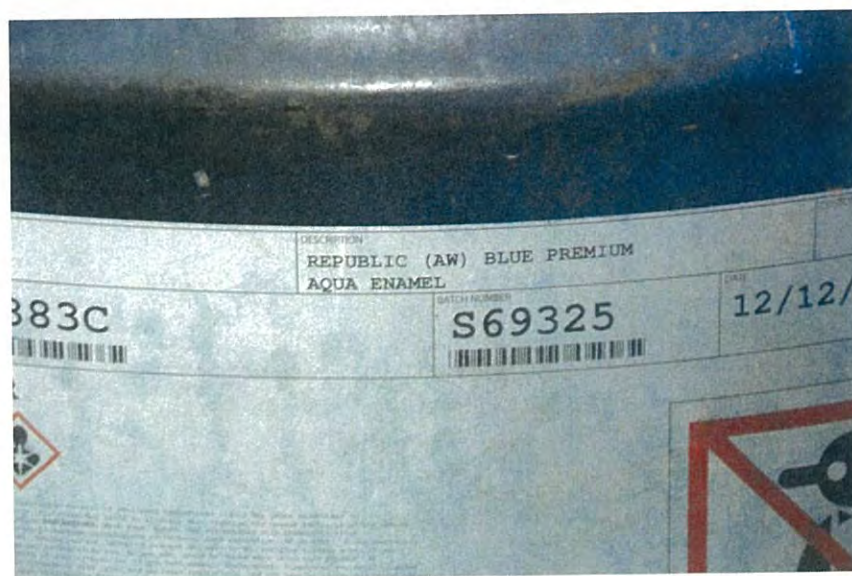


Figure 12 (DSC_8822): Paint identified as Republic Blue Premium.

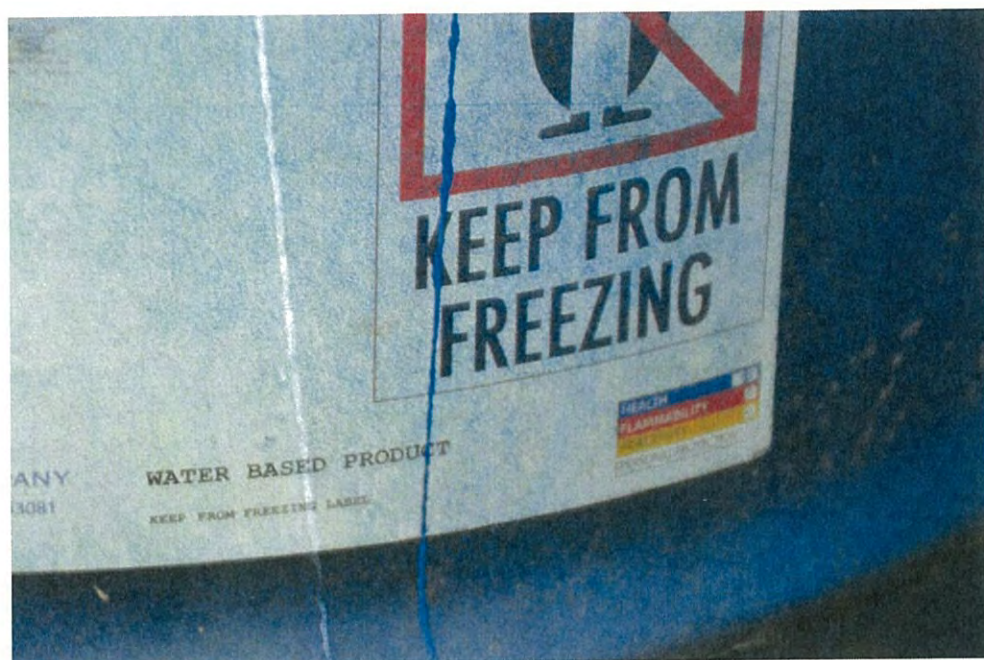


Figure 13 (DSC_8824): Paint identified as a water based product.

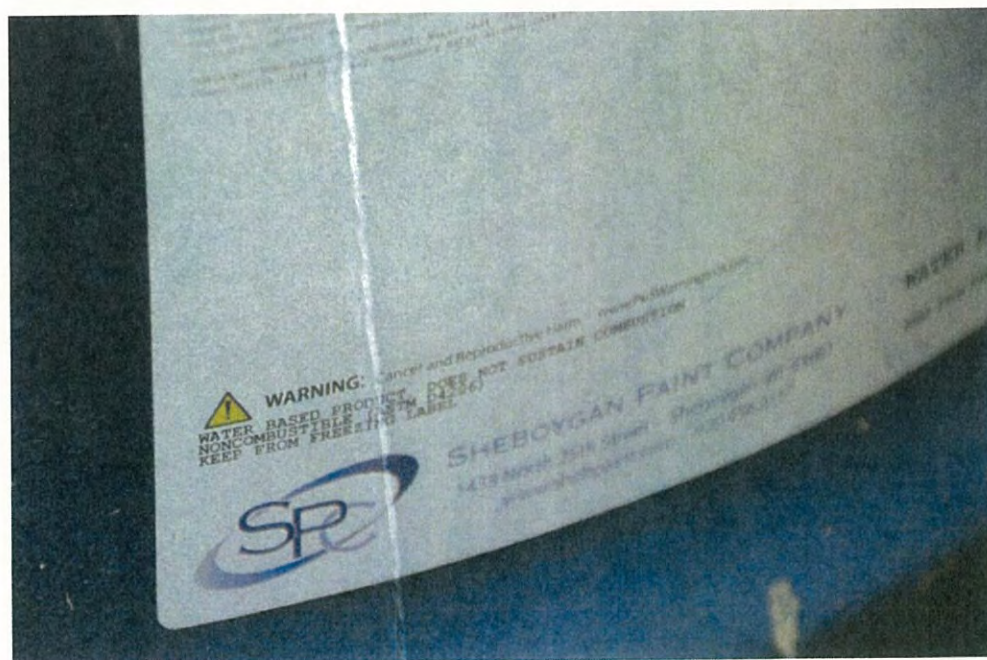


Figure 14 (DSC_8828): Paint identified as being a product of Sheboygan Paint Company.

I also documented that paint operations had been moved into another building at the facility, where tube heaters were still being utilized.



Figure 15 (DSC_8833: Area used as paint bay, since fire. Tube heaters still in use.

JOINT SCENE EXAMINATION (May 11, 2020)

On May 11, 2020, I participated in a subsequent joint scene examination at the Republic Waste facility, 6231 Macbeth Rd., Fort Wayne, Indiana. Examination on this date consisted of additional scene documentation and the collection of items, to include tube heater and component remains, and the remains of the aforementioned garbage container and its contents.

LABORATORY EXAMINATION (August 23, 2022)

On August 23, 2022, I participated in the examination of items collected by the Rimkus investigators during the May 11, 2020 scene examination. P.E. Scott Jones also participated in this examination, on behalf of Space Ray.

The examination consisted of detailed examination of the heater remains in which the housings were also opened and examined. Examination of these heaters resulted in the determination that they did not fail in any way. Further, it was determined that the Space Ray heaters created no conditions that were causal to the fire. P.E. Scott Jones has authored a more detailed report regarding his findings and his expert opinion in this matter.

Examination of the melted garbage container and its contents resulted in the discovery of smoking materials.

The below photographs depict this discovery:



Figure 16 (DSC_9868): Photo of melted garbage container prior to excavation.



Figure 17 (DSC_9875): Photo of melted garbage container content remains to include discarded cigarette pack.



Figure 18 (DSC_9879): Photo of discarded cigarette butt among garbage container content remains.

DEPOSITION TESTIMONY REVIEW

I have reviewed the transcribed testimony of individuals thus far deposed in this case. Information (data) obtained from the these deposition transcripts includes the following:

Fred Jones Deposition (Republic Services)

Page 13 - Mr. Jones describes the storage room, which is the southernmost bay of Building 1. He describes it as containing electrical panels, trash can liners, and foldable cardboard boxes.

Page 14 - Mr. Jones states the bay was split in half, having a downstairs and an upstairs, with no heat.

Page 17 - Mr. Jones states that all cans in the two paint bays were painted that day (of the fire). He advised that Dale Caley (deceased) was doing the painting.

Page 18 - Mr. Jones states that Dale Caley was a smoker.

Page 19 - Mr. Jones states that Dale Caley was the only person working in the paint bays that day.

Pages 20-21 - Mr. Jones states that Dale Caley most likely did welding work on the day of the fire, utilizing an acetylene torch, which is kept within the southwest corner of the storage room.

Page 22 - Mr. Jones describes access from the paint bays to the storage room, at the west side of the structure, where it was open from one area to the other. He also describes a vent fan being present between the storage room overhead door and the adjoining paint bay.

Pages 26-27 - Mr. Jones describes the old heaters as being open flames type heaters that were having a problem with gas accumulating when trying to ignite, resulting in a "boom" at times.

Page 27 - Per Mr. Jones, nobody ever complained about the new Space Ray heaters.

Page 28 - The old heaters were replaced, because they had so much buildup of paint and paint dust on the inside of them. In answer to a question regarding this, Mr. Jones indicated the open flame of the old heaters would ignite the blue spray paint.

Page 29 - Mr. Jones advises that he was gone most of the day of the fire and does not know if Dale Caley utilized a kerosene fueled salamander heater that day.

Page 35 - Mr. Jones stated that roll-on bedliner had not been used for the past five years.

Page 54 - Mr. Jones stated that Korte Electric comes out to do a lot of work on the outside on the plugs.

Page 68 - Mr. Jones states that he was regularly in the structure during the 60 days prior to the fire and never smelled paint dust burning on top of the Space Ray heaters.

Terry Reader Deposition (Republic Services)

Page 27 - Mr. Reader states he was probably in Building 1, at times, on the day of the fire, and states that Dale Caley was painting in Building 1 on the day of the fire.

Page 32 - Mr. Reader corroborates that Herculiner bedliner is no longer used.

Page 39 - Mr. Reader states that a blue dumpster never caught on fire while using a plasma torch or an acetylene torch.

Page 42 - Mr. Reader states that Brakleen, similar to break cleaner, was sometimes used to clean paint and parts. He also states that Herculiner was kept in a fire locker in Building 1.

Page 59 - Mr. Reader worked at Republic since 2012. He advised that the old, open flame heaters would get clogged up with paint and stop working.

Page 62 - Although Mr. Reader was concerned that the blue paint was going to get inside the old, open-flame heaters and catch fire, it never did.

Page 64 - During the time of his employment, there was never any discussion about being careful with the blue paint drying and catching fire.

Page 80 - Mr. Reader states there was a point in time that the older heaters were not working, so salamander heaters were utilized for at least a month straight at one point.

In reviewing the Rimkus file photographs, I located a photo which depicts one of these salamander heaters. Due to it being covered in blue paint dust/overspray, it had obviously been used in the area in which the blue spray paint was being utilized to paint dumpsters.

The below Rimkus photograph depicts the extent to which the salamander heater was covered in blue paint dust/overspray:



Figure 19: Rimkus photo P1010047 depicting a salamander heater, floor, and surrounding items covered in blue paint dust/overspray.

Terry Reader Continued:

Page 88 - Mr. Reader believes Dale Caley stopped painting and left, sometime from 3:30 p.m. to 4:30 p.m.

Page 98 - Nobody told Mr. Reader, after the fire, to be really careful about blue spray paint getting on the tube heaters where painting was now being conducted.

Page 115 - Mr. Reader has welded through the dried blue paint on previous occasions and it never caught fire.

Page 118 - The blue paint that accumulated on the salamander heater never caught fire.

Page 138 - At no time did the blue paint dust/overspray on the floor ever catch fire when Mr. Reader was using a plasma cutter, an acetylene torch, or a MIG welder.

Page 141 - Individuals smoking cigarettes would occasionally walk through buildings.

Page 143 - The smoking policy was not strictly enforced.

Page 156 - Mr. Reader recalls people smoking indoors on the day of the fire, but does not specifically recall who or where.

Page 166 - Mr. Reader recalls seeing cigarette butts on the floor of Building 1 and admits that cigarette butts were all over the facility.

Samir Dizdarevic (Republic Services / Witness to fire)

Page 21 - Mr. Dizdarevic was working at Republic Services the night of the fire. He States that, roughly, eight others were working with him during his shift.

Pages 28 - 29 - He was alerted to the fire by a security guard, while in his office. He saw the first evidence of smoke at the south side of Building 1. He initially saw no flames.

Page 30 - He entered into the operations building "to just take a peek" and saw a lot of smoke in there. There were still no flames observed.

Page 31 - He described the smoke in the operations building as "gray, white"

Page 36 - Mr. Dizdarevic first saw flames as he was pulling the supervisor trucks away from the south side of the building (Building 1). He states, "The very tip top of the building where the roof, and, you know, the rafters meet. You could see flames coming out there. And then from the overhead doors, the closest on the south side, that one had flames coming out of it as well."

Page 59 - When being questioned in trying to pinpoint which overhead door had flames coming out of it, Mr. Dizdarevic responds, "it was the furthest one away from the main entrance to the operations building." He reiterates on the following page, "The further south. Yes sir. That door."

REVIEW OF INVESTIGATOR FOSTER'S EXPERT REPORT

I have reviewed Investigator Foster's Expert Report, dated November 18, 2022. Investigator Foster's conclusions remain the same as those documented in his initial report, dated December 3, 2019. Investigator Foster included a "Factual History" section in his report, which is presumably the basis for his conclusions. His narrative includes the following statements:

Page 3 - "A fire was reported to 911 after employees working outside the building observed fire and smoke coming from the building near the Middle East overhead door. They indicated flames appeared to be coming from the top of the building."

- I have not found anywhere in any of the data presented by which it has been stated smoke and fire were *first* observed coming from the middle overhead door. Furthermore, Investigator Foster does not identify what door this is, nor does he identify any employee. He simply refers to the witnesses as 'they', and does not state what each witness specifically observed.

Page 3 - During his site inspection on March 3, 2020, Investigator Foster states, "I observed paint and other debris on the tube heaters, on the reflector assembly around the tube heaters, *and inside the ventilation tubes of the heaters.*" (Ital. mine)

- Investigator Foster offers no explanation why or how paint and other debris may have become present inside the ventilation tubes of the heaters.

Page 3 - He further states, "Charring and heat damage to the east tube heater was greater than damage to the other tube heaters. This indicates the fire origin occurred in the east heater near the control box with the ignition of the propane fuel."

- As the three heaters were aligned north-south, it is unclear what Investigator Foster means when he states fire origin occurred in the east heater. Further, based upon my examination of the scene and photographs, there was no greater area of charring and heat damage. The entirety of Building 1 and its contents were destroyed due to the fire and continued post-collapse burning.
- Further, Investigator Foster clearly states the fire originated at this location as a result of the ignition of propane fuel, when there is no data presented to indicate or substantiate the occurrence of a fuel-air explosion, which would have occurred, as he describes in this scenario.

Page 3 - "The fire patterns on the metal roof were discolored and charred more than the other metal sheeting along the sides of the building. The discoloration of the metal indicated the fire started high in the building. Information from employees was high in the building upon discovery. This combination with the fire damage to the south heater that was at ceiling level indicated the *possible* location of origin." (Ital. mine)

- See Page 7 comments, at the bottom of this page, regarding fire pattern analysis. The discoloration of the metal roof only indicates that the metal roof sections were exposed to a greater degree and/or a greater duration of exposure to the effects of fire. The overall scene and oxidation patterns had certainly changed in nearly a year's time due to exposure to the weather, and Investigator Foster has presented no photo documentation to support this "discoloration" statement.
- Further, it cannot be shown that fire did not originate low in the structure, progress upward to involve the roof structure, to the point at which it was first observed by employees at some unknown location at the exterior of the structure.

Page 4 - (...)"I retrieved paint samples and other debris from inside the tube heaters..." "The samples came back positive for petroleum distillate, consistent with ignitable liquids."

- Investigator Foster still fails to explain how paint samples and other debris ended up in a closed system.

Page 7 - Regarding the laboratory examination, "I observed burn patterns on the testers, which showed fire damage more severe at the middle or center heater and fire damage on the north heater showed heat and fire spread from the south side or middle center heater. The fire and heat damage pattern on the south heater showed heat and fire spread from the north side heater and fire spread from the north side or center heater."

- This statement in support of Investigator Foster's origin determination is ambiguous and is not based on a sound interpretation of fire pattern analysis. The building suffered near total collapse, with no ceiling remaining, no roof remaining, and very little of the wall structure remaining. As the fire progressed to this point of destruction, all items within the structure, to include sections/components of the structure itself were exposed to varying degrees of heat and energy release, as well as to varying durations of burning. Patterns which may have been present in the early stage(s) of fire development would likely no longer be present. Likewise, items within, or portions of the structure which were nowhere near fire origin may have eventually been exposed to a significantly greater degree of burning, or a longer duration of burning, resulting in exhibited patterns which were created post-collapse.

FORENSIC CHEMIST ANALYSIS

On April 14, 2020, Forensic Chemist Sharee B. Wells, FAST, issued a Certified Laboratory Report regarding samples previously submitted to her by Investigator Jim Foster. The lab report documents that she received the swab and paint samples on March 11, 2020. The lab report also documents that these samples were collected by Investigator Jim Foster, on May 10. This is presumably May 10, 2019.

Laboratory analysis resulted in the finding that two of the samples contained “a similar mixture of an aromatic product, a medium petroleum distillate and a heavy petroleum distillate.” Two other samples “contained a similar mixture of an aromatic product and a medium petroleum product.” The report states, “Products in the range of a heavy petroleum distillate include, but are not limited to, some types of vehicles used in staining products, mineral spirits, and other proprietary formulations.”

Forensic Chemist Dirk Hedglin, retained by Space Ray Gas-Fired Products, will address this matter in a separate report.

CONCLUSION

It is my opinion that Investigator Foster had predetermined the cause of the fire before fully conducting adequate investigation and research, and disregarded the opinion(s) of Rimkus EE Lou Inendino. It is my opinion that Investigator Foster has exhibited expectation bias in his investigation, which has also resulted in confirmation bias in exclusively relying on data that supports his hypothesis and fails to look for, ignores, or dismisses contradictory or nonsupporting data.²

Origin Determination:

NFPA 921, **Section 18.6.1** (Means of Hypothesis Testing), 2021 Edition reads, “During the investigation, the investigator may develop and test many hypotheses about the progress of the fire. For example, the investigator often has to determine whether a door or window was open or closed. Ultimately, the origin determination is arrived at through the testing of origin hypotheses. A technically valid origin determination is one that is uniquely consistent with the available data...”

NFPA 921, **Section 18.6.1.2** reads, “Can a fire starting at the hypothetical origin result in the observed damage? The investigator should be cautious about deciding on an origin just because a readily available fuel and potential ignition source are present.”

² NFPA 921, Guide for Fire and Explosion Investigations, 2021 Edition; Sections 4.3.9 and 4.3.10

Investigator Foster fails to address the detailed deposition testimony of witness Samir Dizdarevic, who provides detailed testimony regarding exactly where he saw fire.

Investigator Foster also fails to address his analysis regarding the below photos, which support the testimony of Mr. Dizdarevic.



Figure 3, from Page of this report: Early witness photograph of fire.



Figure 4, from Page 3 of this report: Side-by-side photos, with vent fan window location being identified.

In addition to the testimony and analysis of the above photos, fire dynamics and building construction do not support fire origination in the paint bay area of the structure, and there is no valid origin determination that is uniquely consistent with the date..

The following photo array with notations was put together to assist in this analysis:

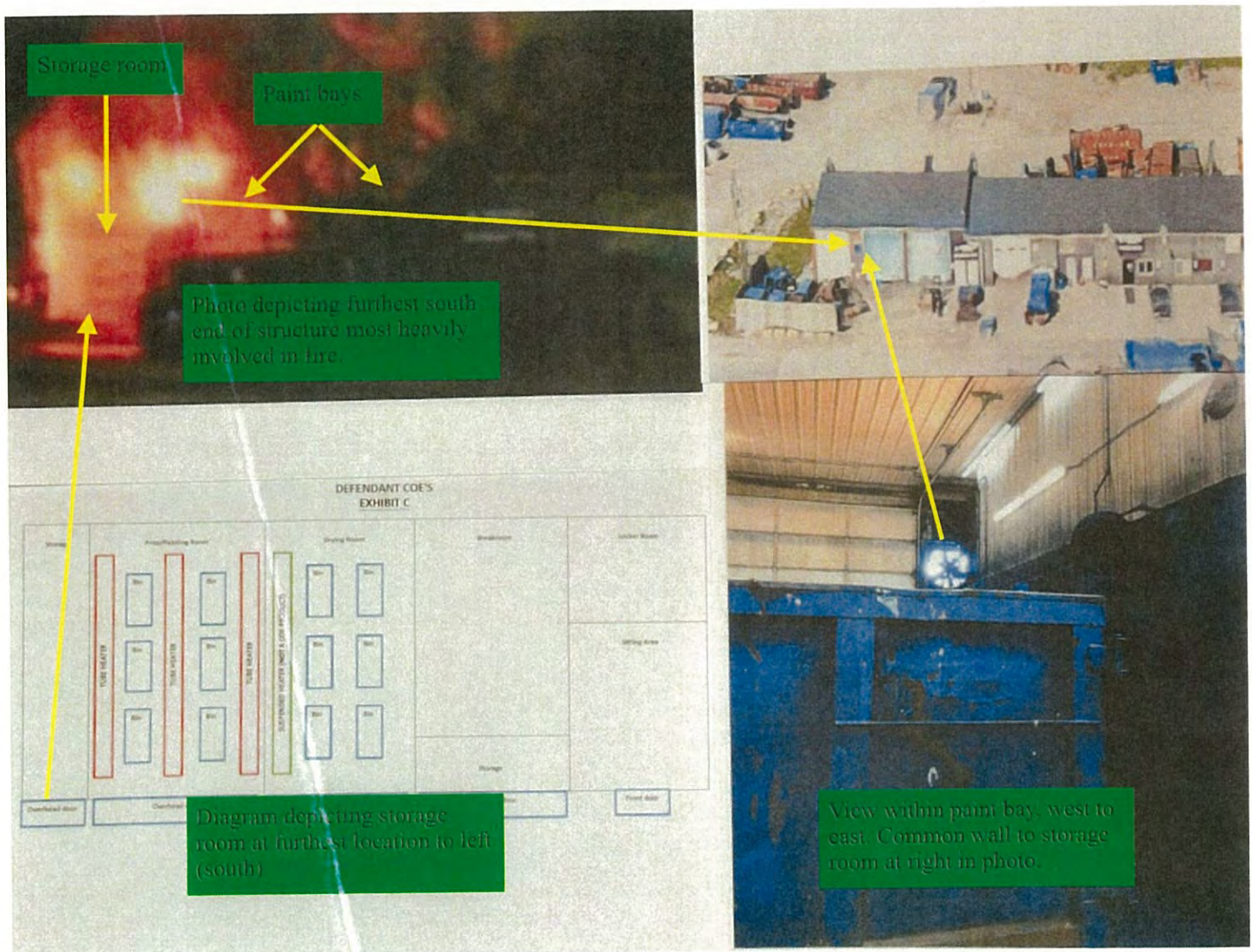


Figure 20: Clockwise, beginning from upper left; witness photo, pre-fire photo of the structure, Interior photo of paint bay, diagram of the structure, with locations of tube heaters (red rectangles).

Interior construction of the structure consisted of steel walls and ceiling, and a concrete slab. The lower right photo in the above array depicts this type of construction, with a steel wall separating the paint bay from the storage room. However, it is known, via deposition testimony, that there is a doorway or pathway at the west end of the structure, by which access could be made between the two rooms. Further, although not pictured, it is also known that the tube heaters hung below ceiling level, with no combustible building materials in contact with them. It also does not appear, in photos found in the Korte documents, that there is much in the way of exposed combustible materials kept within the paint bay area.

Investigator Foster fails to provide any explanation or support his hypothesis regarding fire progression within the paint bay area, at ceiling level. It is not probable fire progressed from his determined area to an adjoining room that is separated by a steel wall, fully involving the adjoining room, before fire progresses throughout the paint bay area.

It is my opinion the data more supports fire origination within the storage room. Fire originating within this bay would progress upward and outward, eventually involving the roof and interior walls of the bay. Fire would then subsequently progress into the adjoining paint bay, at the west side of the structure, via the passage way at this location. As heated smoke (unburned fuel) began to fill the paint bay. Fire would then eventually present itself at the vent fan window(s), where a fresh supply of oxygen (air) was present.

A fire originating in the paint bay is not what is evidenced above.

Cause Determination:

NFPA 921, **Section 4.5** (Level of Certainty) reads: "The level of certainty describes how strongly someone holds an opinion (conclusion). Someone may hold any opinion to a higher or lower level of certainty. That level is determined by assessing the investigator's confidence in the data, in the analysis of that data, and testing of hypotheses formed. That level of certainty may determine the practical application of the opinion, especially in legal proceedings.

NFPA 921, **Section 4.5.1**, continues: "The investigator should know the level of certainty that is required for providing expert opinions. Two levels of certainty commonly used are probable and possible:

- (1) Probable. This level of certainty corresponds to being more likely true than not. At this level of certainty, the likelihood of the hypothesis being true is greater than 50%.
- (2) Possible. At this level of certainty, the hypothesis can be demonstrated to be feasible but cannot be declared probable. If two or more hypotheses are equally likely, then the level of certainty must be "possible".

NFPA 921, **Section 4.5.2**, reads: "If the level of an opinion is merely "suspected", the opinion does not qualify as an expert opinion. If the level of certainty is only "possible", the opinion

should be specifically expressed as “possible”. Only when the level of certainty is considered “probable” should an opinion be expressed with reasonable certainty.”

In both of his reports, Investigator Foster concludes, “The cause and origin of the fire is a direct result of open infrared tube heaters installed in an area where painting and other procedures are performed.”. However, his supporting narrative states only that it is “possible” the fire originated near ceiling level, in the area of the tube heaters.

If Investigator Foster has only this level of certainty regarding origin, then he cannot have a higher level regarding cause.

Based upon available data and a lack of evidence by which any expert opinion can be supported, the correct level of certainty regarding any cause to this fire should only be “suspected”, which does not qualify as an expert opinion.

NFPA 921, **Section 19.5** (Developing a Cause Hypothesis), 2021 Edition reads, “The investigator should use the scientific method as the method for data gathering, hypothesis development, and hypothesis testing regarding the consideration of potential ignition sequences. This process of consideration actually involves the development and testing of alternative hypotheses. In this case, a separate hypothesis is developed considering each individual competent ignition source at the origin as a potential ignition source. Systematic evaluation (hypothesis testing) is then conducted with the elimination of those hypotheses that are not supportable (or refuted) by the facts discovered through further examination. The investigator is cautioned not to eliminate a potential ignition source merely because there is no obvious evidence for it...Potential ignition sources should only be eliminated from consideration only if there is reliable evidence that they could not be the ignition source for the fire...”

In addition, NFPA 921, **Section 19.6.4** (Means of Hypothesis Testing) reads, “When testing a hypothesis, the investigator should attempt to disprove, rather than confirm, the hypothesis. If the hypothesis cannot be disproved, then it may be accepted as either possible or probable...”

Regarding the above two sections of NFPA 921 (**Sections 19.5 and 19.6.4**):

It is my opinion that Investigator Foster cannot eliminate other potential ignition sources merely because there is no obvious evidence for them. Other potential ignition sources include discarded smoking material, failed or overheated electrical components, or not properly stored or discarded rags containing paint thinner or other liquids susceptible to spontaneous combustion. There is data presented in this matter in which all three of these potential ignition sources were or could have been present.

Investigator Foster does not document making any attempt to discount these possibilities, and ignored the opinion of his electrical engineer, who stated that the structure’s electrical system could not be eliminated as a cause to the fire.

Investigator Foster fails to adequately explain how paint dust or other combustible materials could have ignited on or in a closed system. He offers no explanation how he has come to this determination, while discounting that the same paint dust and combustible materials have accumulated for years on the open flame heaters or the salamander heaters, which were previously utilized by the Republic Waste facility.

In addition, various types of welding were conducted on a regular basis, with no paint dust or other combustible materials ever having been witnessed igniting.

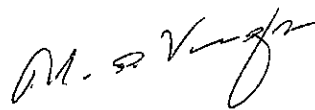
NFPA 921 also contains a section, 17.5.2 titled, Documenting the Collection of Physical Evidence. This sections consists of several sub-sections, which have to do with documenting evidence collection via, field notes, diagrams, photography, etc..., none of which has yet been presented by Investigator Foster or Rimkus Consulting Group.

There are also sub-sections that discuss the collection of comparison samples, which Investigator Foster did not do. Since at least one of his photographs depicts material present at the open end of a disassociated heater tube, with similar looking material covering the concrete slab around it, a comparison sample of this material should have also been collected and submitted for laboratory analysis, especially since this material in the tube tested positive for the presence of ignitable liquids.

Based upon the totality of the data reviewed and considered, and based upon the opinion of other experts retained in this matter, it is my opinion there is no data to support fire origination at the Space Ray heaters, or that the fire was caused in any way by the Space ray heaters. It is also my opinion there is insufficient data by which to substantiate any other potential cause to the fire.

My opinions in this matter is based upon all known facts gathered and analyzed in this investigation, the proper use of the process of elimination, evidence, observations, research, my experience, training, knowledge and expertise.

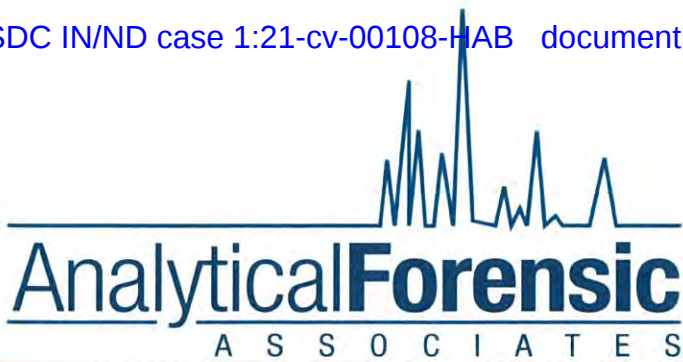
Should additional information become available at a later date, I reserve the right to evaluate that new information and amend my findings, as appropriate.

A handwritten signature in black ink, appearing to read "M. S. V. Jr." with a stylized flourish at the end.

Attachment A

Items/Documents Reviewed:

1. Allen County Southwest Fire District Incident Report Number 190293
2. Diagram ("Defendant Coe's Exhibit C")
3. Deposition transcripts of:
 - Sharee Wells, Chemist, Forensic and Scientific Testing
 - Charles Golden, Coe Heating and Air Conditioning
 - Ronald Dantzer, Coe Heating and Air Conditioning
 - Daniel Kelly, Kelmar Corporation (Space Ray Dealer)
 - Trevor Miller, Korte Does It All
 - Fred Jones, Republic Services
 - Gerald Depold, Republic Services
 - Greg Tolley, Republic Services
 - Jason Kelly, Republic Services
 - John Shatto, Republic Services
 - Kyle Orr, Republic Services
 - Mike Sherfield, Republic Services
 - Samir Dizdarevic, Republic Services
 - Terry Reader, Republic Services
 - Scott Kleinknight, Shawnee Construction
4. Forensic and Scientific Testing Laboratory Report regarding samples collected by Investigator James Foster
5. Investigative Notes
6. James P. Foster, Rimkus Consulting Group, Inc. Report of Findings, dated December 3, 2019
7. James P. Foster, Rimkus Consulting Group, Inc. Expert Report, dated November 18, 2022
8. Korte Does It All, Inc document
9. Material Safety Data Sheet; Herculiner
10. Material Safety Data Sheet; Sheboygan Paint Company
11. Photographs taken during March 3, 2020 scene examination
12. Photographs taken during May 11, 2020 scene examination
13. Photographs taken during August 23, 2022 artifact examination
14. NFPA 921, Guide for Fire and Explosion Investigations, 2021 Edition
15. Rimkus Consulting Group, Inc investigation file
16. Space Ray Installation and Operation Instructions



EXPERT REPORT

Republic Services of Indiana, L. P.
v.
Coe Heating and Air Conditioning, Inc. et al.

United States District Court, Northern District of Indiana,
Fort Wayne Division

Case No. 1:21-cv-00108

Prepared for:

Gardner & Rans P.C.
117 Perspective Drive, Suite 2
Granger, IN 46530

Prepared by:

Laurel V. Mason, ABC-FD
Analytical Forensic Associates
3100 Five Forks Trickum Road, Suite 104
Lilburn, GA 30047

Report Date: January 6, 2023
AFA Case #: 2211-1256



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SUMMARY

ASSIGNMENT

On November 29, 2022, I was requested by Martin Gardner of Gardner and Rans, P. C. to review information regarding a fire incident that occurred at the Republic Services facility located in Ft. Wayne, Indiana. I was provided with a copy of a Certified Laboratory Report, dated April 14, 2020, generated by forensic scientist Sharee Wells with Forensic & Scientific Testing, Inc. (FAST) (Case #: FRM-3-62249) as a result of the analysis of evidence submitted by fire investigator James Foster with Rimkus Consulting Group, Inc. (Rimkus). I was also asked to review the photographs, safety data sheets (SDS), and a rough draft deposition with exhibits of Sharee Wells taken on August 31, 2022, as well as her entire file containing the analytical test data, evidence forms, emails, and invoices.

SCOPE

Specifically, Analytical Forensic Associates was requested to review provided documents to formulate an opinion as to the sampling and analysis of the evidence recovered from the fire scene to check for ignitable liquid residues and to determine the likelihood of the ignition of paint due to the use of the recently installed Space-Ray® heaters.

SYNOPSIS OF ACTIVITIES

- 1.) On September 14, 2022, I was contacted by attorney Martin Gardner (M. Gardner) of Gardner and Rans P.C. and briefly discussed the loss and possible assignment.**
- 2.) On November 29, 2022, various documents were received from M. Gardner with various documents which included the rough draft deposition of Sharee Wells with FAST, evidence custody forms, letters, analytical test data, invoices, safety data sheets email correspondence. I was also provided the Report of Findings dated December 3, 2019 generated by James P. Foster with Rimkus as well as seven unidentified photographs reportedly taken at the loss.**
- 3.) On December 1, 2022, I was provided via email from attorney M. Gardner the Expert Report and associated exhibits generated on November 18, 2022, by James P. Foster CFI, CFEI, CVFI, Zionsville, IN.**
- 4.) On December 30, 2022, I was provided via email from attorney M. Gardner a Rimkus evidence list, email communications, evidence custody form and six photographs of the areas where samples were recovered by Mr. Foster.**
- 5.) On January 6, 2023, I was provided via email from attorney M. Gardner two additional photographs identified as Republic 00664 and 00672.**
- 6.) In addition, the following documents have been reviewed:**
 - a. ASTM E1188-11 (2017) - *Standard Practice for Collection and Preservation of Information and Physical Items by a Technical Investigator*
 - b. NFPA 921 (2017 edition) – *Guide for Fire and Explosion Investigations*
 - c. NFPA 1033 (2014 edition) – *Standard for Professional Qualifications for a Fire Investigator*
 - d. Lentini, John J., *Scientific Protocols for Fire Investigations*, 2006, CRC Press, (pp 115-116)
 - e. IAAI – Online Fire Scene Evidence Collection Guide (<https://www.firearson.com>)
 - f. ASTM E1188-11 (Reapproved 2017) - *Standard Practice for Collection and Preservation of Information and Physical Items by a Technical Investigator*
 - g. ASTM E1412-19 - *Standard Practice for Separation of Ignitable Liquid Residues from Fire Debris Samples by Passive Headspace Concentration with Activated Charcoal*
 - h. ASTM E1618-19 -

- i. *Standard Test Method for Ignitable Liquid Residues in Extracts from Fire Debris*
- j. NFPA 33 (2018 edition) - *Standard for Spray Application Using Flammable or Combustible Materials*

ANALYSIS

BACKGROUND

Information provided indicates that on March 3, 2019, a fire occurred at the Republic Services facility located at 6321 MacBeth Road, Ft. Wayne, Indiana which was reported at 11:15 pm. Republic Services is a recycling and waste facility. During the normal course of business, dumpster maintenance and repair are conducted which includes sanding, welding, patching, and repainting dumpsters.

SUMMARY OF REPORTS BY JAMES FOSTER

Mr. James Foster with Rimkus was retained by CCMSI to determine the origin and cause of the fire. Mr. Foster visited the loss site on March 21, 2019. A second visit on May 10, 2019, was conducted to uncover recently installed heaters, and finally, a joint examination with representatives from Coe Heating and Air Conditioning, Inc. was conducted on July 2, 2019.

In his report dated December 3, 2019, Mr. Foster indicated there had been sanding and painting during the day of the fire and that those operations were concluded around 3:00 pm after which time the employees cleaned where maintenance activities, which included welding, painting and sanding, had been conducted. Additionally, Mr. Foster stated, welding operations that occurred earlier in the day had concluded at 11:00 am, no combustible materials were located in the area of the welding, and that there were no indications of any problems or issues from the time of welding until the reported time of the fire. Mr. Foster reported that employees left the facility between 4 and 4:30 pm and a facility manager inspected the work area between 6 and 6:30 pm and did not observe any problems.

Mr. Foster indicated three Space-Ray® Ceiling tube infrared heaters, model PT125-30L5, supplied by electrical power and propane as the fuel had recently been installed in the welding and painting area and no problems had occurred prior to the event on March 3, 2019.

Mr. Foster concluded that there was a fire inside the maintenance structure of Republic Services that originated at the south end of the facility where the ceiling tube heaters had been installed and the cause of the fire was a direct result of the Space-Ray® infrared heaters in the painting area. Mr. Foster opined "the only ignition source identified was the tube heaters that was (sic) thermostat controlled. When the heater (sic) activated, the spark to ignite the gas and heat ignited the combustibles that had accumulated on the surface and burners of the tube heaters." Mr. Foster goes on to say that after the heaters were uncovered for examination, "paint and debris were observed on the tube

heaters, the deflectors, and inside of the ventilation tubes of the heaters." He does not describe what methodology he used to exclude other sources of ignition when he readily identified cutting and welding operations were part of the use of this space. Furthermore, he does not identify potential electrical sources of ignition or how they were excluded nor how potential gas leaks from the existing gas system were eliminated. His report states that "the facility did not meet NFPA code or compliances of a spray booth". A lay reading of NFPA 33, *Standard for Spray Application Using Flammable or Combustible Materials* (2018 edition) reveals specific requirements for fire sprinkler protection, separation of spray areas or room from other uses, explosion proof receptacles and light fixtures, spray filters and flammable liquid storage requirements. None of these items are discussed in Mr. Foster's report nor does he describe what he based his opinion that the space met the requirements of a "spray booth" as he claims.

Photograph 2 of his December 3, 2019 report, labeled *Paint and other combustibles material inside ventilation pipe of the tube system* appears to be charred material with no blue paint visible. Photograph 3 of the same report, labeled *Tube heater components and paint of reflector of unit (sic), In area (sic) of fire origin* reveals the tube of the heater on the left side of the photograph and the reflector in the center of the photograph. No blue-colored paint is visible on the tube or reflector. Blue material is easily identifiable on the right side of the photograph which appears to be the floor area upon which the tube heater is resting. Photograph 4 is labeled *Tube heater and paint on reflector along with charring and more heat on this heater unit than others. Indication of area*, indicates no blue paint on the tube, however, heavy soot is observed on the tube as well as on the deflector. No blue paint is observed in the photographs on the deflector but is visible on the floor area below the tube heater.

In Mr. Foster's Expert Report dated November 18, 2022, he indicated a joint examination was conducted on March 3, 2020, at which time the heaters were uncovered from the debris for examination, and he observed "paint and other debris on the tube heaters, on the reflector assembly around the tube heaters, and inside the ventilation tubes of the heaters." He additionally states, "a build-up of paint was observed in the ventilation pipe and reflector assembly of other tube heaters and in the tube heater of fire origin." He does not describe how excluded the possibility of paint transfer from collapsed debris onto the tubes or reflectors after being covered for months under debris.

Mr. Foster indicated that "paint samples and other debris samples from inside the tube heaters" were taken and submitted to Sharee Wells of FAST in Thorsby, Alabama "which came back positive for (sic) petroleum distillate, consistent with ignitable liquids." He does not exclude the possibility of paint and other debris being inside the otherwise sealed tube as being a result of the fire. In addition, Mr. Foster does not explain how paint survived the effects of heat from the fire when on the object he cites as the cause while other painted surfaces were highly oxidized as shown in his photographs. Photographs marked "Exhibit F" shows open or damaged paint cans in an unsecured locker. The Rimkus *Evidence Custody Form*, RCG File No. 58406186, identifying samples

collected by James Foster on May 10, 2019, was received on March 11, 2020, by Sharee Wells, along with three pieces of evidence labeled by Mr. Foster as "Exhibits A, B, and C". The samples were further identified as swabs, each contained in separate one gallon cans.

An additional Rimkus *Evidence Custody Form*, RCG File No. 58406186, identifying a one quart can, labeled "Exhibit A" identified as containing paint for testing collected by James Foster on March 6, 2020, was received by Ms. Wells on March 11, 2020. Of note, in the *Change of Evidence Custodian* portion of the form, Ms. Wells identified the paint as "Exhibit D". An additional sample, "Exhibit E", identified as a comparison CVS gauze is also identified on the *Change of Evidence Custodian* portion of the form and was identified as received by Ms. Wells on April 13, 2020, via USPS. Furthermore, there is no explanation in the FAST report or on the *FAST Worksheet* as to how Ms. Wells converted Mr. Foster's lettering system to her numbering system or the duplicate letter usage.

Photographs provided by M. Gardner on December 20, 2022, have been identified as the location of samples recovered by Mr. Foster for submission to FAST for testing. Photograph *Republic 00603* depicts a one gallon metal can with a top on the container, an oxidized flue pipe immediately to the left of the evidence container, and a tent evidence marker labeled "A" on top of a flue pipe which is depicted at an angle from the bottom right to the top left of the photograph. Photograph *Republic 00603* does not identify the area swabbed with gauze nor does it show the gauze prior to and after sampling or the one gallon sample container containing gauze after sampling, a labeled evidence container, or the evidence container tape sealed with tamper evident tape. Blue paint is not observed in the photograph. The May 10, 2019, Rimkus *Evidence Custody Form* indicates the swabbing in "Exhibit A" was collected from the south end heater and inside tubes.

Photograph *Republic 00632* depicts a one gallon metal can on the bottom right of the photograph. No top is observed on the gallon can which contains a small amount of unidentifiable debris. To the left of the evidence container, from the bottom left to the top right in the photograph is a tube heater and reflector. A tent evidence marker also labeled "A" is on the bottom area of the tube itself. Soot marks are clearly visible on the tube and the reflector and there is an area below tent marker "A" where the soot on the tube has been removed or disturbed. Blue paint is not observed on the tube heater or reflector but is visible in the area beneath the tube heater. Photograph *Republic 00632* as well as *Republic 00603* are each identified with tent marker "A" however the markers are clearly placed at different locations within the fire scene. The area or areas swabbed are not identified in either of the photographs. Neither photo depicts gauze pad(s) nor does it show gauze prior to and after sampling or the one gallon sample can containing the gauze after sampling, a labeled evidence container, or the evidence container tape sealed with tamper evident tape. The May 10, 2019, Rimkus *Evidence Custody Form* indicates the swabbing in "Exhibit A" was collected from the south end heater and inside

tubes, however, based on the photographs provided it is not clear where the evidence transferred to the swab(s) was collected.

Photographs *Republic 00626* and *Republic 00638* each depict a one gallon metal can with a top next to a tent evidence marker labeled "B". The gallon can is sitting on debris and a flue pipe is disconnected at the top center of the photograph. The flue pipe exhibits significant oxidation. Photograph *Republic 00656* additionally has a tent marker labeled "B". This photograph has a one gallon evidence can with an intact lid as seen in the bottom left area of the photograph. To the immediate right of the gallon evidence can are two crossed pieces of tubing. To the right of the crossed tubing is a tent evidence marker labeled "B". In between the crossed tubing is a larger open tube. The location of tent marker "B" is obviously different than the location as observed in *Republic 00626* and *Republic 00638*. None of these photographs identify the area or areas swabbed with gauze nor does it show any gauze prior to and after sampling or the one gallon sample can containing gauze after sampling, a labeled evidence container, or the evidence container tape sealed with tamper evident tape. The May 10, 2019, Rimkus *Evidence Custody Form* indicates the swabbing in "Exhibit B" was collected from the central tube heater however, based on the photographs provided it is not clear where the evidence transferred to the swab(s) was collected.

Photograph *Republic 00665* depicts a one gallon metal can with the lid in place on the container which is located in the center portion of the photograph. To the left of the evidence container, from the center to the bottom left of the can is a flue pipe. Between the flue pipe and the evidence container is a tent evidence marker labeled "C". Photograph *Republic 00672* depicts a one gallon metal can, with no lid visible on the container or in the photograph, located in the approximate center of the photo. To the left of the evidence container is a flue pipe and unidentifiable metal debris. To the top and right of the evidence container is visible blue material. A tent evidence marker labeled "C" is to the bottom right of the container. This evidence container and tent marker "C" is in a completely different location than that observed in *Republic 00665*. Neither of these photographs depict gauze pad(s) nor do they show any gauze prior to and after sampling or the one gallon sample can(s) containing gauze after sampling, a labeled evidence container, or the evidence container tape sealed with tamper evident tape. The May 10, 2019, Rimkus *Evidence Custody Form* indicates the swabbing in "Exhibit C" was collected from the north end of tube heater, however, based on the photograph provided it is not clear where the evidence transferred to the swab(s) was collected.

Properly labeled evidence containers and proper photo documentation of the evidence prior to, during, and after collection is of utmost importance to protect the evidentiary value of any artifacts collected from the fire scene. As stated in *Scientific Protocols for Fire Investigators* by John J. Lentini (2006 edition pp 115-116):

"The labeled containers should be placed at the location where the sample will be collected and photographed in place before the sample is placed in the can. A second photograph should be taken showing the sample in the can next to the former location of the sample. The location of the samples is the single most important attribute of the sample, so it is important that this information be thoroughly documented."

As found in ASTM E1188 - *Standard Practice for Collection and Preservation of Information and Physical Items by a Technical Investigator*:

3.3 Photographic Documentation:

3.3.1 Commence photographic documentation as soon as possible after the incident. Document the scene of the incident and the condition of items involved.

3.3.2 Potential evidence should be photographed in the position where it is first observed by the investigator. If items involved in the incident are disassembled or subjected to destructive testing, each step of the disassembly or testing shall be documented by contemporaneous photographs or videotaping.

3.3.3 The photographic technique utilized should be of sufficient resolution to preserve the essential aspects of the appearance of the evidence being photographed, and should also be capable of producing images that can be reproduced and enlarged. The date, time, and location of the photography or videotaping, and the identity of the photographer or videotaper shall be documented.

In this case, there are no photographs documenting the collection of the evidence, the evidence after collection, or the tape sealed labeled evidence containers.

The *Fire Scene Evidence Collection Guide* published on the International Association of Arson Investigators (IAAI) website instructs the investigator to "seal the container(s) with evidence tape. Initial and date the tape. Label each container with identifying information, including case number, date, exhibit number, a brief description including recovery location, and your name." There is no indication in any of the photographs of the evidence that the samples were labeled, or tape sealed. Furthermore, there was no documentation on the *Rimkus Evidence Custody Form* (Wells Deposition BS pages 2 and 3), on the *FAST Laboratory Worksheet* (Wells Deposition BS page 19), or on the *FAST Certified Laboratory Report* dated April 14, 2020, shows that any of the evidence was tape sealed.

In addition, two samples collected from the fire scene collected at different times by Mr. Foster were both labeled "Exhibit A" (Wells Deposition BS pages 2 and 3). Any evidence collected from the fire scene should have unique identification so as not to confuse different pieces of evidence collected from the same fire scene. ASTM E1188 *Standard*

Practice for Collection and Preservation of Information and Physical Items by a Technical Investigator states:

3.2.3 Assign a unique identifier to each item collected and include this information in a label securely attached to the item or as documentation on the item's container and enter the identifying information on a log sheet together with a brief description of the item. The evidence documentation should also clearly include any specific details necessary for the preservation of the item, such as temperature control or special handling instructions.

NFPA 921

16.2.8.8 Evidence Photographs. Items of evidentiary value should be photographed at the scene and can be rephotographed at the investigator's office or laboratory if a more detailed view is needed. During the excavation of the debris strata, articles in the debris may or may not be recognized as evidence. If photographs are taken in an archaeological manner, the location and position of evidence that can be of vital importance will be documented permanently. Photographs orient the articles of evidence in their original location as well as show their condition when found. In an evidentiary photograph, a ruler can be used to identify relative size of the evidence. Other items can also be used to identify the size of evidence as long as the item is readily identifiable and of constant size (e.g., a penny). A photograph should be taken of the evidence without the ruler or marker prior to taking a photograph with the marker (see 17.5.2.1).

SUMMARY OF REPORT AND DEPOSITION BY SHAREE WELLS

Ms. Sharee Wells with FAST was retained by Mr. Foster to analyze three, one gallon cans, Exhibits "A", "B" and "C" (Wells Items 1, 2, and 3 on FAST Certified Laboratory Report) each containing samples collected from tube heaters for the presence of "flammable, combustible or ignitable liquids". A one quart can identified as containing paint Exhibit "D" (Wells Item 4) was also submitted by Mr. Foster who requested in his March 6, 2020 letter to Ms. Wells to "test for contents that make up the product. This is the item I spoke to you in reference to when the paint dries it has properties similar to Class II and Class III liquids. I have enclose a copy of the MSDS as well."

The *FAST Laboratory Worksheet*, dated March 11, 2020, Case Number: 62249, indicated Items 1, 2 and 3 are one gallon cans and Items 4 and 5 are one quart cans. It is unclear, based on the Rimkus *Evidence Custody Form* and the *FAST Laboratory Worksheet* if the comparison sample, "Exhibit E" (Wells Item 5) was submitted in a one quart can or transferred into a new, unused can to recover any volatile components. Again, there is

no explanation in the FAST report or on the *FAST Worksheet* as to how Ms. Wells converted Mr. Foster's lettering system to her numbering system or the duplicate letter usage.

Ms. Wells indicated the volatile components were recovered from the samples using ASTM E1412-19 *Standard Practice for Separation of Ignitable Liquid Residues from Fire Debris by Passive Headspace Concentration with Activated Charcoal* and analyzed using ASTM E1618-19 *Standard Test Method for Ignitable Liquid Residues in Extracts from Fire Debris*. Both the recovery and analytical test methods are the generally accepted test methods in the forensic field of fire debris analysis to check for ignitable liquids.

Ms. Wells concluded the following in her April 14, 2020 report:

Items 1 and 2 contained a similar mixture of an aromatic product, a medium petroleum distillate and a heavy petroleum product.

Items 3 and 4 contained a similar mixture of an aromatic product and a medium petroleum distillate. Items 3 and 4 did not contain a heavy petroleum product.

Products in the range of a heavy petroleum product include, but are not limited to, some types of, (sic) some types of vehicles used in staining products, mineral sprits and other proprietary formulations.

No ignitable liquid residues were identified in Item 5, the comparison gauze.

Although there was no indication of a "flame test" being conducted on Item 4, in her test report, Ms. Wells worksheet indicated "Flame Test Neg #4."

In Ms. Wells deposition (no page or line number referenced on deposition) she was asked to explain "in detail what a flame test is and how you do it in as much detail as you can?"

A. So when I'm asked to perform a flame test, we're simply trying to determine whether or not the liquid that I have is ignitable. And so one of the first things that we will do is just take, like, a Q-Tip - - a long Q-Tip and submerge it into the liquid just enough to wet the - - the applicator tip of the cotton.

And we then just take a light and we light that off to see whether or not it will ignite; whether or not it will sustain a flame. And we notate the color of the flame. If I do not notate it, it would have been negative. If it would've been positive, I would've notated a black or blue color on that.

Q. Right. And I believe in connection with this flame test, you said it was from item number four, which is the medium blue WR protective enamel by Chaboygen (sic) Paint Company?

A. Correct.

A thorough review of the chromatographic data, selected ion profiles, mass spectral data and library search report data (BS 20-90) generated as the result of the analysis of the four samples and the comparison sample reveals the analytical test results are consistent with the results reported in Ms. Wells report.

REVIEW OF SAFETY AND TECHNICAL DATA SHEETS

Several Safety Data Sheets (SDS) and formally known as Material Safety Data Sheets (MSDS) were provided to me to aid in interpreting the results of the analysis of the evidence and to form an opinion as to the source of the ignitable liquid residues detected in the samples. I reviewed the SDS for the following products which were identified as used in the painting and maintenance area of the loss:

1. Medium Blue WR Protective Enamel – Sheboygan Paint Company, Sheboygan, WI.
2. Herculiner™ Protective Coating – Old Word Industries, LLC, Northbrook, IL.
3. J-B Weld Herculiner Roll-on Black – J-B Weld Company LLC, Sulphur Springs, TX.
4. PB Penetrating Catalyst, 16-PB, 8-PB, 8-PBS, PBTS, 20-PB, 26-PB, The Blaster Chemical Companies, Inc., Valley View, OH.
5. Brakleen® Brake Parts Cleaner – 29 oz, CRC Industries Warminster, PA.
6. Technical Data Sheet for Water-Reducible Protective Enamel – Water-Reducible Alkyd Top Coat – Sheboygan Paint Company, Sheboygan, WI.

Three of the products, Herculiner Protective Coating, J-B Weld Herculiner Roll-on Black and the PB Penetrating Catalyst, contained aromatic products as identified in the FAST report. The Herculiner Protective Coating and the J-B Weld Herculiner Roll-on Black were both identified as flammable liquids. These products may or may not be the source of the aromatic products detected in Items 1, 2, 3 and 4.

The Medium Blue WR Protective Enamel is composed primarily of water (~50 % by weight) and an unidentified solvent (~13 % by weight). The SDS did not identify the solvent, however, based on the analysis of the paint sample by Ms. Wells, the solvent is most likely a combination of an aromatic product and a medium petroleum distillate. This product was also reported by Ms. Wells in her deposition and on her worksheet as

not supporting combustion. The SDS did not identify the composition of the solvent. Regarding flashpoint and flammability, the following was stated in the SDS:

EXTINGUISHING MEDIA: Water based product. Flashpoint for this product is listed as N/A or Not Applicable due to the presence of water. If water has boiled off, this product may exhibit properties of a Class II, IIIA, or IIIB liquid. If needed, extinguishing agents for Class B fires may be used.

The PB Penetrating Catalyst was identified as containing heavy aromatic naphtha, a heavy petroleum distillate, and a hydrotreated light distillate. Hydrotreated light distillates are chemically consistent with medium petroleum distillates. This product may or may not be the source of the medium petroleum distillate detected in Items 1, 2 and 3 and the heavy petroleum products detected in Items 1 and 2.

CONCLUSIONS AND OPINIONS

Based on my training, experience, and following scientific methodology for the preservation, collection, and analysis of evidence from fires, which includes the behavior of flammable and combustible liquids, and all the information gathered to date it is my opinion within a reasonable degree of scientific certainty in my field that the Medium Blue WR Protective Enamel manufactured by Sheboygan Paint Company, in either liquid or solid form, does not support combustion. Based upon the photo documentation from Mr. Foster, as well as the evidence documents, the samples of residue were taken from inside flue ducting that existed for a prior heating system which explains the presence of aromatic and petroleum distillates detected by Ms. Wells of FAST. Further, any build up of residue on the tube heaters would not support combustion given the fact that welding and grinding on painted dumpsters by maintenance workers is routine and there is no evidence supporting that the paint on these dumpsters or paint during the application process has previously ignited during these operations.

The analysis and opinions of Mr. Foster are rooted in speculation and data that are not applicable and incomplete. While the presence of aromatic products and petroleum distillates is expected to be present in the Medium Blue WR Protective Enamel used, based on the analysis of the liquid conducted by Ms. Wells, and the review of the SDS, there is no indication that the levels in the product are sufficient to be ignitable or communicate a fire. In Mr. Foster's December 3, 2019 *Report of Findings*, and in his November 18, 2022, *Expert Report*, he concludes "paint and other flammable products used in the repair of trash dumpsters collected on the tube heaters and ignited." He inappropriately determined that the building in which the fire occurred was a paint booth, and the use of the tube heaters were prohibited. Mr. Foster does not acknowledge that the plain language definition of paint booths, paint areas, etc. as stated in NFPA 33 shows the building did not meet the requirements of this Code. His report does not reconcile how "paint and other flammable products" survived on the very object he claims to have been the cause of the fire while other painted surfaces were consumed. Moreover, he does not describe how "paint and other flammable products" were the cause of the fire to the exclusion of other known sources of ignition in the building. His opinion that the installation of the Space-Ray® tube heater was prohibited, and its subsequent use was the cause of the fire is speculative, has no scientific basis, and is unfounded.

DISCLOSURE

This report discloses the expert opinion of Laurel V. Mason, ABC-FD, Forensic Scientist and Laboratory Director for Analytical Forensic Associates, as submitted to Martin J. Gardner, Gardner & Rans P.C., 117 Perspective Drive, Suite 2, Granger, Indiana. Mr. Gardner represents Coe Heating & Air Conditioning, Inc. regarding this loss. My role as an expert witness, in this case, is limited to the sampling and analysis of the samples recovered from the fire scene to check for ignitable liquid residues and to determine the likelihood of the ignition of paint due to the use of the recently installed Space-Ray® heaters.

Specifically, this report documents the entirety of the review documents provided regarding the collection of the evidence from the fire scene examination. This report will consist of reports, a deposition, evidence custody forms, letters, analytical test data, safety data sheets, email correspondence and information obtained from outside sources.

The report may be amended at a later date if additional information becomes available through firsthand observation, further analysis, facts presented to experts prior to court through deposition or other disclosures, or facts supplied in court which have a direct bearing on this analysis.

SIGNATURE

I hereby certify that the opinions and conclusions in this report have been formulated within a reasonable degree of scientific certainty in reference to the review and evaluation of the documents provided regarding the fire loss at the Republic Services facility located in Ft. Wayne, Indiana.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurel V. Mason', with a large, stylized initial 'L' and a long horizontal flourish extending to the right.

Laurel V. Mason, ABC-FD
Analytical Forensic Associates
Phone: 770-982-0210
Email: laurel@afalabs.com

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

v.

Case No.

COE HEATING & AIR CONDITIONING, 1:21-cv-108-HAB-SLC
INC. and GAS-FIRED PRODUCTS, INC.
d/b/a SPACE-RAY,
Defendants.

VIDEOCONFERENCE DEPOSITION OF
MICHAEL VERGON

DATE: Thursday, January 19, 2023
TIME: 3:05 p.m.
LOCATION: Remote Proceeding
Indianapolis, IN 46204
REPORTED BY: Andrew Pronschinske, Notary Public
JOB NO.: 5673406



1 missing anything.

2 Q Okay. I'm going to pull up in a moment your
3 expert report. And it's going to be probably the main
4 subject of our discussion today, your expert report in
5 this matter that's dated December 29, 2022. Does that
6 sound familiar? We've marked it as Exhibit A for this
7 deposition.

8 (Exhibit A was marked for
9 identification.)

10 A Yes, I have it right here.

11 Q Okay. Is this report dated December 29,
12 2022; is that accurate?

13 A Yes.

14 Q If you scroll down to page 34 of your
15 report -- and you know what, I'm going to go ahead and
16 pull this up to just make it easier and share my
17 screen.

18 MR. JONES: Andrew, it says that
19 screensharing is not allowed.

20 THE REPORTER: I think that should have
21 enabled it.

22 MR. JONES: There we go.

23 THE REPORTER: There we go.

24 BY MR. JONES:

25 Q Okay. Can you see that?

1 A Yes, I do.

2 Q It's that second-to-last paragraph, and it
3 says, "It is my opinion that Investigator Foster
4 cannot eliminate other potential ignition sources
5 merely because there is no obvious evidence for them."
6 Did you in the course of your investigation find any
7 evidence suggesting that, for example, failed
8 electrical components caused the fire?

9 A No, but that's the point; right? I mean,
10 there -- you couldn't eliminate electrical. I mean,
11 there's -- there's actually data and witness testimony
12 in the depositions that they were -- the public was
13 having problems with outlets, I think they're referred
14 to, at the south side of the building where the
15 vehicles were plugged in. And they kept having them
16 repaired, so -- but there was nothing left to look at
17 of the electrical system.

18 There -- the circuits couldn't be traced,
19 they couldn't be examined, you know, if there were
20 any -- if there was any evidence of electrical arc
21 activity, it was probably destroyed by melting of the
22 copper wires or conductors that point by the time the
23 fire progressed to the point that it progressed. So
24 you -- electrical couldn't be eliminated. There was
25 no way at that point. In fact, at the scene, I asked

1 their own, Rimkus' electrical engineer, about it. And
2 he said that he couldn't eliminate electrical.

3 Q So I want to talk about that conversation in
4 a minute. But was there any evidence that you found
5 suggesting that discarded smoking materials caused the
6 fire in this case?

7 A Did it cause the fire? No. But it did not
8 cause the fire? Same thing.

9 Q Have you found any evidence in this case
10 showing that improperly stored rags containing paint
11 thinner caused the fire?

12 A No, but same answer.

13 Q Okay. Is it your position that it's
14 impossible to eliminate discarded smoking materials as
15 being the cause of the fire?

16 A Impossible? Yes.

17 Q And are there cases where --

18 MR. HEHNER: I just want to make sure I
19 understand. Is the answer impossible, or it's
20 impossible to eliminate smoking? Is that what you
21 understood the answer to be, Thomas?

22 MR. JONES: Yeah.

23 MR. HEHNER: Okay. That's all. Thank
24 you.

25 BY MR. JONES:

1 Q I'm going to jump back. Well, hang on, I
2 forgot to ask you. Scott Jones, how did your
3 communications with Scott Jones take place in this
4 case when you guys were discussing this case?

5 A Both at the laboratory examination and also
6 over the telephone.

7 Q Did you ever exchange any emails with Scott
8 Jones regarding this case?

9 A I don't recall, other than I sent him a copy
10 of my opinion report. He sent me a copy of his
11 opinion report. And then I let him know that I was
12 being deposed. And other than that, we didn't
13 exchange or trade opinions via email, no.

14 Q I think I'm getting close to done. So I'm
15 still going to jump around a little bit here. I want
16 to go to page 8 of your report.

17 A Okay.

18 Q And on the top paragraph, it starts with
19 "Investigator Foster does not identify." And towards
20 the bottom, it says, "Further, Investigator Foster did
21 not collect swab samples for more than seven weeks
22 after the fire. It is most probable this material
23 accumulated within the interior of the end of the tube
24 during firefighting operations, or sometime
25 post-fire." My question is, why is that most

1 probable?

2 A Again, speaking with Scott Jones that
3 the -- there's no explanation how this material would
4 have ended up in a closed system as it's been
5 explained to me and Scott Jones understands it. And
6 so the tube heaters became -- I call it
7 disassociated -- they came apart, basically, during
8 the fire and during the collapse of the building.
9 They fell down in different sections with the open
10 ends exposed to the environment of the fire and all
11 the fire debris and -- and fire suppression of water
12 on a concrete slab with -- with who knows what flowing
13 on the slab and on the surfaces of materials. And
14 these were open and exposed tubes.

15 Q So just so I'm clear. It's your opinion
16 that's stated there, is that based on what Scott Jones
17 has told you?

18 A Well, based on my own observations as well.
19 I mean, I've looked at the photographs. And
20 these -- there were tube -- and I don't know where
21 this -- there's no way to identify where this
22 particular section of tube was located in the fire
23 scene. I think I recall, based on looking at some
24 photographs, it may have been one that was found at
25 slab level with who knows what flowing around the

1 opening of the tube. So I -- I don't know. So it is
2 based on my own observations. But it's also based on,
3 you know, conversation with Scott Jones that
4 the -- it's not possible this material, the way it's
5 designed, would have ended up in this tube just by
6 general day-to-day operation.

7 Q And going back to the question I asked you
8 earlier about the Space-Ray video that I know you
9 haven't watched yet. But is your answer still the
10 same, that even if -- well, strike that. That's a bad
11 question, Mike.

12 You're saying in this paragraph basically
13 that it's a closed system, you understand from Scott
14 Jones and your own observations that it's a closed
15 system. Therefore, it's unlikely that paint or any
16 other debris would get in there. It's more likely,
17 and what you would say is it's most probable that
18 those materials accumulated within the interior of the
19 end tube during firefighting operations or sometime
20 post-fire. You're basing that opinion on the
21 assumption that debris, paint, other things can't
22 enter in the box or the tube on their own without it
23 breaking open. Is that fair?

24 A Well, the burn box and the tubes are
25 separate. I mean, completely separate. I mean, yeah,

1 the heat flows through the tube from the burner box.
2 But if dust -- I mean, we're talking about dust maybe
3 getting into the burner box if you're talking about
4 the video. But how does the -- how -- how the dust
5 particles -- the size of particles of dust doesn't
6 equate or translate to what's shown in the photograph
7 on page 7 of my report. I mean, it just can't -- it
8 can't happen.

9 Q Sorry. Could you explain that a little bit
10 more?

11 A Well, yeah. We talked about the
12 construction and operation of the tube heaters. And
13 now, again, I'm relying on a large part what Scott
14 Jones explained to me about the system and how it's a
15 closed system. So -- and you were talking about the
16 video and the repair guy talking about dust getting in
17 the burner box; right? And that's just very small
18 particulate matter. It's dust. We all know what dust
19 is. But these are large -- this is debris in the end
20 of the tube. This isn't dust. Not dust particles.
21 It's not the accumulation of dust particles. This
22 is -- this is debris that came from somewhere other
23 than inside the tube.

24 And again, I'm basing that on my own
25 observations because in the photographs that I have on

1 the fire scene and -- and where Jim Foster took some
2 photographs of the tubes at concrete level, this exact
3 same type of material is in the photographs on the
4 concrete slab right next to the tube.

5 Q Let me go down to page -- back on page 8,
6 under "Joint Scene Examination (March 3, 2020)." You
7 say, "Prior to beginning any further scene
8 examination." You talk about how Mr. Foster called a
9 brief and some additional information was relayed.
10 And we got this list of different things that you
11 outlined. On the very bottom, it says, "There has
12 been no scene security and the scene was left
13 uncovered." Is that information that you got from Mr.
14 Foster?

15 A No. I mean, it was obvious the scene was
16 left uncovered. I mean, there was nothing covering
17 the scene. It's a -- it's a large scene exposed to
18 the weather, the elements. And I pulled some random
19 weather data from the seven-week period it was left
20 since the time of the fire to the time that
21 Investigator Foster collected samples. You had a
22 couple days in there of half-inch rain, an inch of
23 rain. So you've had some inclement weather in that
24 seven-week period. So that would only add to pooling
25 and puddling of water and debris floating around. So,

1 particular fire scene.

2 Q And in Jim Foster's report, he talks about
3 fire patterns. In your report, you critique that and
4 you make the statement on page 7, if you turn back to
5 that. You say, "Given the amount of destruction,
6 building collapse and burning in this case, any fire
7 patterns observed in a case such as this should not be
8 given any weight regarding the fire's origin." Do you
9 stand by that statement?

10 A Absolutely.

11 Q And tell me why.

12 A Because when you have full collapse, burning
13 of a building, patterns really don't mean anything.
14 There's no localized pattern. The whole building is a
15 burn pattern. The whole building is gone. Everything
16 in it is burned. So how can you look at one -- it's
17 not, I'll say, it's not possible to look at one little
18 area of a pattern on a piece of metal and say, this is
19 more discolored than another piece because fire
20 dynamics is such that if the fire had been contained
21 into a certain area and -- and patterns had developed,
22 oxidation patterns on metal or charring on wood were
23 preserved and localized, absolutely you can say that
24 those patterns matter and you could tell where the
25 fire originated. Then likely maybe get to determine a

1 cause of the fire eventually down the road. But in a
2 case like this, you might have a fire develop in,
3 let's just say the west side of the building. And
4 then as the fire progresses and the building collapses
5 and the fire department's arriving, they're trying to
6 extinguish the fire wherever they best can.

7 The east side of the building at that point
8 may have been collapsed and stuff is continuing to
9 burn there that the fire department can get to, maybe
10 buried under a roof or debris. And that's continuing
11 to burn and create patterns that's far, far removed
12 from the area of origin of the fire. And so you could
13 have actually worse and more severe burning and -- and
14 more, I'd say, greater, you know, greater fire extent
15 damage at the side of the building that's complete
16 opposite side of the building from your area of origin
17 by that point -- by that point in the fire.

18 So -- so for anyone to say that they
19 can -- they could have gone to this fire scene and
20 looked at patterns and I don't want -- I'm trying not
21 to be too critical of Investigator Foster's
22 investigation or him personally. But it's -- it's
23 kind of ludicrous.

24 Q I think we're just about wrapping up. I
25 know I said that a minute ago. But if you could turn

1 to page 27. I've got a couple more questions on that
2 page.

3 A Okay.

4 Q On the bottom of the page, you say that
5 "Investigator Foster does not document making any
6 attempt to discount these possibilities, and ignored
7 the opinion of his electrical engineer, who stated
8 that the structure's electrical system could not be
9 eliminated as a cause to the fire." When you say he
10 ignored the opinion of his electrical engineer, are
11 you talking about the statements that you say that Lou
12 made during the site inspection on scene?

13 A Yeah. That -- in part, that. But as part
14 of -- if -- if Investigator Foster says he follows
15 NFPA 921 as he does in his report, as -- as he -- he
16 does state he follows 921. And a large part of 921 in
17 origin determination and cause determination has to do
18 with process of elimination, the proper process of
19 elimination and considering alternate sources of
20 causes -- causes of the fire. So he doesn't even
21 address these other issues.

22 We, you know, there is electrical in the
23 building. He can't just say, well, they told me the
24 lights were off and eliminate electrical. He -- he
25 makes no effort in his report to give an explanation

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1 according to 921 why -- that he considered these other
2 potential causes, how he eliminated them, and -- and
3 then the final basis for his final hypothesis.

4 Q If you turn to the next page, third
5 paragraph.

6 MR. HEHNER: Page 28; is that right?

7 BY MR. JONES:

8 Q Yeah, page 28 which is I think the last page
9 of the report before the attachment of CV. On page
10 28, third paragraph, it says, "NFPA 921 also contains
11 a section, 17.5.2 titled, Documenting the Collection
12 of Physical Evidence. This sections consists of
13 several sub-sections, which have to do with
14 documenting evidence collection via, field notes,
15 diagrams, photography, etc., none of which has yet
16 been presented by Investigator Foster or Rimkus
17 Consulting Group." Did I read that right?

18 A Yes.

19 Q And do you stand by that statement?

20 A A hundred percent.

21 Q I want to show you what's been marked as
22 Exhibit B. I'm going to share my screen. Do you see
23 my screen okay?

24 (Exhibit B was marked for
25 identification.)

1 said no.

2 Q So you're assuming he said no because of the
3 extent of the damage; is that?

4 A Right. I asked a specific question, and he
5 pretty much answered my question.

6 Q Okay. If we can jump real quick to page 6
7 of your report. I'm at the middle of the page
8 underneath "Page 3," the section that says "Page 3."
9 And again, this is page 6 of Exhibit A which is your
10 report. It says "Page 3 - The fire origin was
11 reportedly high in the structure when first observed,
12 which would place it at or near the ceiling." And
13 then -- oh, I'm sorry. The one right before that.
14 "Page 3 - Other potential ignition sources were in the
15 general area of fire origin however were not
16 considered a potential due to their location and
17 origin location." Can you explain to me your
18 understanding of what Mr. Foster means by that?

19 A I have no idea what he's talking about. It
20 doesn't make sense. I mean, he's putting potential
21 ignition sources in the origin, and then he's saying
22 they were not considered because of their origin -- or
23 their location. So I -- I have no idea what he means.

24 Q This sentence just doesn't make sense to
25 you. Is that what you're saying?

1 A It sounds like on one hand, he's
2 acknowledging there's other potential ignition sources
3 in the general area of fire origin. But then he says
4 they were not considered a potential due to their
5 location and origin location. So I -- I'm not
6 following what he's saying. He -- if there's
7 potential ignition sources there, then how is he
8 eliminating them? He doesn't explain what those
9 potential ignition sources are, he doesn't say how
10 he's eliminating them, and he gives no explanation
11 about anything else regarding them.

12 Q And this is all page 6 and, you know, half
13 of page 5 of your report is under the heading of
14 "REVIEW OF INVESTIGATOR FOSTER'S INITIAL REPORT OF
15 FINDINGS." You've reviewed his initial report from
16 December of 2019 as well as his expert report drafted
17 in November of 2022; correct?

18 A That's correct.

19 Q Is it your opinion that throughout the
20 course of this investigation as reflected in both of
21 those reports, that he has not considered other
22 potential ignition sources other than the infrared gas
23 tube heaters?

24 A I don't know. I think someone's going to
25 have to ask him. I mean, he -- he acknowledges there

1 are other ignition sources. But then he says he
2 ignored the other potential ignition sources.

3 Q You're saying based on his reports, you
4 don't know one way or another whether or not he
5 considered potential ignition sources? And the reason
6 I'm asking is, under that section we were just talking
7 about, you state in response that "He does not
8 identify other potential ignition sources, nor their
9 specific locations. To not even consider other
10 potential ignition sources in a general area of origin
11 is not in line with adhering to the scientific method
12 according to NFPA 921, as Investigator Foster states
13 he does in his report."

14 My question is, is your opinion in this case
15 that Mr. Foster did not consider other potential
16 ignition sources, or is it based on his reports, it's
17 unclear to you whether or not he did?

18 A It's based on his report that it's unclear,
19 and he doesn't articulate anything about that as he
20 should in his report. I mean, he should articulate
21 what those ignition sources were, where they were in
22 relation to where he thought the fire started, how he
23 eliminated them, did he -- there's no documentation,
24 there's no photographs of these other alleged
25 potential ignition sources. It just appears that he's

1 Foundation.

2 A I do.

3 Q Do you remember -- have you ever had a
4 chance to look at the safety data sheet for the
5 Sheboygan blue paint?

6 A I have looked at that, yes.

7 Q And I'm on page -- I don't know, it says 93,
8 but it's the second page of the document, under the
9 fire and explosion hazard. Or after it says, "does
10 not sustain combustion and noncombustible according to
11 ASTM D 4206." It says this in part, "flashpoint for
12 this product is listed as nonapplicable due to the
13 presence of water." Do you remember reading that?

14 A I do.

15 Q And did you get a chance to read Sharee
16 Wells' deposition? She's a lab expert down in, I
17 think, Birmingham.

18 A I did read it, yes.

19 Q And she told us under oath that she tried to
20 burn this blue paint in its liquid form and it
21 couldn't burn; right? Do you remember that?

22 MR. JONES: Objection to form.

23 A I do. And we actually tried to burn it at
24 the -- at the scene, at one of the scene exams as
25 well. And it didn't burn.

1 Q The part that you were trying to burn at the
2 scene exam, was it a dry part?

3 A It was kind of gooey, blue, you know, like
4 bubblegum-type texture.

5 Q Taken from in the fire scene, perhaps off
6 the floor?

7 A Somewhere. I think in where they were
8 currently doing the painting. So in the newer -- in
9 the newer paint area, yes.

10 Q And did it catch on fire?

11 A Did not.

12 Q Okay. Have you read anything in this case
13 that would indicate that this blue Sheboygan paint in
14 question in this case is combustible in any form?

15 MR. JONES: Objection to foundation.

16 A The paint in and of itself, no. No.

17 Q Mr. Jones asked you about the property the
18 paint may take on if water is boiled off. You
19 remember him asking you that?

20 A I do.

21 Q And I think you deferred that point to the
22 opinion of a chemist. And in this case, I think
23 Space-Ray's hired a fellow named Dirk Hedglin. Aside
24 that point, do you know of any evidence in this case
25 that this blue Sheboygan paint got up on top of these

1 or on these Space-Ray heater tubes in 43 days and
2 boiled on the date of the fire?

3 A No, not at all. That doesn't seem likely.
4 And again, we're talking about dust particles. That,
5 I mean, we can all picture a layer of dust on a
6 surface and however possibly that dust may ignite, you
7 can imagine what dust particles the flame height could
8 even be. Would be miniscule.

9 Q And there's no reference in the facts of
10 this case, I think you've already testified, nor in
11 Mr. Foster's two reports of the next
12 flammable/combustible material, is there?

13 A No, and that's something he should have
14 explained and laid out in his origin and in -- with
15 respect to fire progression, what's the next ignited
16 material, then how did fire progress throughout the
17 rest of the structure.

18 Q And there's nothing like that in either of
19 his reports, is there?

20 A No, there's not.

21 Q Okay. And in connection with Mr.
22 Jones -- I'm so used to calling him Thomas -- Thomas
23 questions to you about dust inside of the heater box
24 assembly which we know is sealed. I think you told us
25 that. And you made some reference to a different

1 expert in the case. Nonetheless, is it your
2 fundamental understanding, that inside of the
3 Space-Ray boxes which are sealed, there's an igniter
4 in there; correct?

5 A That's correct.

6 Q And what it ignites is propane gas; correct?

7 A That's correct.

8 Q So in a sense, or at least in layman terms,
9 that box is designed for combustion; correct?

10 A It is designed for combustion, yes.

11 Q Does it make any sense to you that some dust
12 or blue paint dust could get inside that box and cause
13 a fire in that room?

14 MR. JONES: Objection to foundation.

15 A No, but that's something I thought of as
16 well. Even if dust did or something did ignite in
17 that combustion box, then it's going to burn up. Then
18 so how would that material flow downstream to
19 accumulate as -- as in the big particle form we're
20 seeing in the photographs taken by Jim Foster?

21 Q Right. Near the end of your deposition, you
22 indicated that in the realm of this particular fire
23 scene, you stated something like whether we were there
24 for a day or there for a week, it would end up the
25 same. I think you said something like that. Can you

1 deposition that he entered into building number 2,
2 smelled and saw some smoke -- building 2's the
3 rectangular, operational building -- ended up making a
4 call, I think, and grabbed some truck keys. And I
5 think him and maybe the security guard moved some
6 trucks away from building number 2. And it was only
7 after he talked to John Shatto that he first observed
8 flames. Do you remember reading --

9 MR. JONES: Objection to form.

10 A That witness was Sameer or Sameer. I won't
11 pronounce his last name.

12 Q He testified on pages 36, 59, and 60, that
13 when he first saw flames -- I'm referencing page 3 of
14 your report -- they were only coming out of the most
15 southern bay garage door. Do you remember reading
16 that?

17 A I do, and that's something that I double and
18 triple checked in the deposition to make sure
19 that -- and married up with the photographs that I've
20 had and that he -- yes, he did say that.

21 Q And that would support your opinion in this
22 case that the origin of the fire was somewhere in the
23 most southern bay, not in the paint room?

24 A Yes. If it was just his opinion or
25 his -- his data was, like, standalone data and I

1 didn't have the photograph to go with and, you know,
2 someone could say, well, it was south. Generally
3 speaking, somewhere south, what does that really mean?
4 But he was very specific in his identifying where the
5 fire came from.

6 And in the questioning, I think someone
7 pinned him down on that exactly what bay he was
8 talking about. And -- and then again,
9 taking -- taking that with the photograph that I have
10 in my report, I think that kind of corroborates and
11 they kind of back each other up.

12 Q Mr. Foster made some mention in at least one
13 of his reports about he was able to determine some
14 sort of fire pattern, and you spoke about that today.
15 And you remember from your site visit and from your
16 photos the interior walls and the ceiling, all except
17 one, inside of so-called paint room, building number
18 1, was corrugated metal; correct?

19 A Correct.

20 Q And that was also on the outside of building
21 number 1; correct?

22 A Yes.

23 Q And you said this was a to-the-ground fire.
24 And so by the time Mr. Foster shows up, there's
25 already been a fire for as many as five hours. And

CERTIFICATE OF TRANSCRIBER

I, PROMY ISLAM, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



PROMY ISLAM

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

v.

Case No.

COE HEATING & AIR CONDITIONING,
INC.; and GAS-FIRED PRODUCTS,
INC. d/b/a SPACE-RAY,
Defendants.

1:21-CV-00108

VIDEOCONFERENCE DEPOSITION OF

SHAREE WELLS, MS, F-ABC

DATE: Wednesday, August 31, 2022

TIME: 1:34 p.m.

LOCATION: Remote Proceeding

Indianapolis, IN 46204

REPORTED BY: Suzannah Clemons, Notary Public

JOB NO.: 5384665



1 case of anything after April 14, 2020?

2 A After April 14?

3 Q That's the date of your report.

4 A No. No.

5 Q Have you been asked to perform any more
6 tests in the last two years?

7 A No.

8 Q In preparing for the deposition, did you
9 reach any opinions not already expressed on the second
10 page of Exhibit B, which is your report?

11 A No. I did not. But I did notice that on my
12 laboratory worksheet I did not include the flame test
13 for item number four. Sometimes we report it;
14 sometimes we don't. In this case, it looks like I did
15 not report that. But if you look on my worksheet, the
16 flame test for item number four was negative.

17 Q And can you explain in detail to four
18 lawyers that aren't laboratory experts like you what a
19 flame test is and how you did it in as much detail as
20 you can?

21 A Okay. So when I'm asked to perform a flame
22 test, we're simply trying to determine whether or not
23 the liquid that I have is ignitable. And so one of
24 the first things that we will do is just take, like, a
25 Q-Tip -- a long Q-Tip and submerge it into the liquid

1 just enough to wet the -- the applicator tip of the
2 cotton.

3 And then we just take a lighter and we light
4 that off to see whether or not it will ignite; whether
5 or not it will sustain a flame. And then we notate
6 the color of the flame. If I do not notate it, it
7 would have been negative.

8 If it would've been positive, I would've
9 notated a black or a blue color on that.

10 Q Right. And I believe in connection with
11 this flame test, you said it was from item number
12 four, which is the medium blue WR protective enamel by
13 Sheboygan Paint Company?

14 A Correct.

15 Q All right. When that was delivered to you,
16 was that delivered with the first -- you got
17 everything other than the swab all at once, correct?
18 The test swab came second on April 13 of '20?

19 A Let me check and make sure that is correct.

20 Q I think if you look on the first page it
21 says evidence delivered on March 11; I assume that's
22 2020, correct?

23 A Yes. And --

24 Q And on 13th of 2020 you received item 5?

25 A Yes. It appears that's the way that worked.

1 Yes.

2 Q Okay. Back to the flame test, did you
3 perform any other flame tests in this case to anything
4 other than as you've just described?

5 A No.

6 Q All right. Did you ever attempt to conduct
7 the flame test with that same paint -- that same
8 medium blue WR protective enamel; item number four in
9 your report -- when it was dry; in a dry form?

10 A No. I did not.

11 Q Do you mind me asking why not?

12 A I was never asked to do any further testing.
13 And at the time, we were just trying to determine the
14 makeup of the paint.

15 Q Did you conclude that the paint, as we're
16 describing here -- I'm just going to say the Sheboygan
17 paint to make the deposition a little easier. Did you
18 determine that -- it does not have a component
19 petroleum or petroleum distillate?

20 A No. I did not conclude that. My
21 conclusions -- is it does actually have ignitable
22 liquid residues, but the paint itself is nonflammable.
23 Because it does contain a large amount of water per
24 the MSDS sheet.

25 Q I'm not sure if I understood you. Can you

1 A I believe that that matched my library of
2 information that I have. I was not given any other
3 components other than the MSDS sheet. And that
4 product was not listed on the MSDS sheet.

5 So I simply was able to classify it
6 according to our standard. And that was the
7 classification that I was -- that I was given.

8 Q And you included -- at least I received from
9 counsel in this case -- the product specs for the
10 Sheboygan paint, right? You produced that. Or did
11 they give that to you?

12 A Okay. So I didn't produce anything, but I
13 was given the MSDS sheet of the Sheboygan paint; the
14 blue enamel. I did receive that as part of the
15 information in this case.

16 Q Did that come from Mr. Foster?

17 A Yes. It did.

18 Q And did it come that same date with the
19 items one through four evidence on March 11, 2020?

20 A To be honest, I'm not sure if it did. I
21 think he said he included it on his letter, but I
22 didn't specifically date it. So it would've
23 come -- it would've come with one of the samples.

24 Q Okay. Can you go to the MDS sheet that
25 Mr. Foster gave you in connection with the Sheboygan

1 A Correct.

2 Q And the third one says, "Percent solvent,
3 13.02 percent." And do you know what that solvent is?

4 A I do not.

5 Q It mentions a flashpoint and then it says
6 "N/A." Is it your understanding that means "not
7 applicable"?

8 A Yes.

9 Q And in terms of flashpoint, you're familiar
10 with that, correct?

11 A Yes.

12 Q And that would be the temperature at which
13 something burns, right?

14 A Correct.

15 Q Ignites, right? Okay. And you would agree
16 with that because you tried to burn the liquid version
17 of the Sheboygan paint and couldn't do it, right?

18 A Correct.

19 Q Okay. And you never tried to burn it in its
20 dried state, correct?

21 A No.

22 Q Okay. Is there anything on the front page
23 of Exhibit D, which is the product specifications
24 about the Sheboygan Paint Company, that you obtained
25 from Mr. Foster that mentions the existence of

1 BY MR. GARDNER:

2 Q Sharee, do you know whether this product
3 specification -- Sheboygan Paint Company refers to the
4 product in only its liquid form or in any other form,
5 such as when it's dry?

6 A I do not know.

7 Q Okay. Section two says "hazardous
8 ingredients." Do you see that?

9 A I do.

10 Q And then the print's a little small. I
11 can't tell if that's a T or an I, but it looks like it
12 says, "NI ingredient"? Maybe I'm wrong.

13 A I believe it -- I believe it says "NT
14 ingredient."

15 Q Okay. And do you know what the NT stands
16 for, Sharee?

17 A I do not.

18 Q But in any event, section two is supposed to
19 list hazardous ingredients I suppose, right?

20 A Section two is supposed to list hazardous
21 ingredients. However, on MSDS sheets, many times it
22 does not list all the components of a particular
23 substance. So in this particular case, it obviously
24 did not list the ignitable components that I
25 identified. But it's not uncommon for the MSDS sheet

1 up in the air.

2 Do you hold an opinion at all about how the
3 aromatic product and/or medium and heavy petroleum
4 distillates found their way up on top on the heaters
5 or in them?

6 MR. ZOCCOLA: Objection; form.

7 You can answer.

8 THE WITNESS: No. That's out of the
9 scope of what I was asked to do.

10 BY MR. GARDNER:

11 Q Similarly, do you know when the aromatic
12 product was deposited on any of the three heaters?

13 A No.

14 Q Do you know when either the medium or heavy
15 petroleum distillates were deposited on any of the
16 three heaters?

17 A No.

18 Q Can you say one way or the other whether the
19 aromatic product that you found as a result of your
20 testing was deposited before the fire or during the
21 fire; one way or the other?

22 A No opinion.

23 Q Same question about timing; do you know
24 whether the medium petroleum or heavy petroleum
25 distillates were deposited on or in the tube heaters

1 before or after the fire?

2 A No.

3 Q Or during the fire?

4 A No.

5 Q Okay. Assume for a second that a fire
6 starts in this room from -- let's just say an unknown
7 cause and there's kerosene in the room and it ignites;
8 could that rise up and attach to these tube heaters
9 when they're 14 feet up in the air or do you know one
10 way or the other?

11 MR. ZOCCOLA: Objection to form.

12 You can answer.

13 THE WITNESS: I don't have an opinion.

14 MR. GARDNER: Okay.

15 BY MR. GARDNER:

16 Q If there were any machinery in the room that
17 had inside of it as a lubricant oil -- which we've
18 already established would be a petroleum
19 product -- and it was subjected to fire, do you know
20 if that could migrate upwards and deposit on the tube
21 heaters during the fire?

22 MR. ZOCCOLA: Objection to form.

23 You can answer.

24 THE WITNESS: I don't have an opinion
25 on that.

PRODUCT SPECIFICATIONS

SHEBOYGAN PAINT COMPANY
 1439 NORTH 25th STREET
 P.O. BOX 417
 SHEBOYGAN, WI 53082-0417
 TELEPHONE (920) 458-2157

DATE OF PREPARATION 10/30/14
 PRINTED DATE 12/01/14
 TRANSPORTATION EMERGENCY (800) 924-6804

CUSTOMER SERVICE custserv@shebpaint.com

TRADE NAME
 MEDIUM BLUE WR PROTECTIVE
 ENAMEL

MFG. PRODUCT NO.
 73-4383C

CUSTOMER :
 PART NUMBER :
 WEIGHT PER GALLON :
 (density)

9.29 POUNDS

	BY WEIGHT	BY VOLUME
PERCENT SOLIDS :	36.42	26.75

PERCENT WATER :	50.27	56.07
-----------------	-------	-------

PERCENT SOLVENT :	13.02	16.82
-------------------	-------	-------

% EXEMPT SOLVENT :	.29	.36
--------------------	-----	-----

VOC (WITH WATER AND EXEMPT SOLV) :	1.21 LBS/GAL	145.01 GMS/LITER
------------------------------------	--------------	------------------

VOC (LESS WATER AND EXEMPT SOLV) :	2.78 LBS/GAL	333.15 GMS/LITER
------------------------------------	--------------	------------------

PERCENT HAPS BY WEIGHT :	
VOC LBS PER GALLON SOLIDS :	4.52
VOC KILOGRMS PER KILOGRMS SOLIDS :	.36
VOC HAPS LBS PER GALLON SOLIDS :	
VOC HAPS LBS PER LBS SOLIDS :	

FLASHPOINT (FAHRENHEIT) :	N/A
---------------------------	-----

APPLICATION :	SPRAY/ROLL/BRUSH
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REDUCTION :	NONE-WATER IF NEEDED
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CURE :	8 MIN@175F
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SUBSTRATE :	CRS
-------------	-----

COVERAGE :	429.07 SQUARE FEET @ 1 MIL NO LOSS
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VISC @ 80 F :	95-100 KU
---------------	-----------

GLOSS :	85-100@1 MIL, HIGH*
---------	---------------------

pH :	8.5-9
------	-------

COMMENTS

SECTION IV - FIRE & EXPLOSION HAZARDS

PROPER SHIPPING NAME - WATER BASED PRODUCT, DOES NOT SUSTAIN COMBUSTION

NONCOMBUSTIBLE (ASTM D4206)

SHIPPING LABEL - KEEP FROM FREEZING LABEL

FLASHPOINT N/A

EXTINGUISHING MEDIA: Water based product. Flashpoint for this product is listed as N/A or Not Applicable due to the presence of water. If water has boiled off, this product may exhibit properties of a Class II, IIIA, or IIIB liquid. If needed, extinguishing agents for Class B fires may be used.

73-4383C

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UNUSUAL FIRE & EXPLOSION HAZARDS: Water based product. Sealed containers may explode if exposed to extreme heat. Frozen containers may expand and leak contents when thawed. Water soluble liquids are non-accumulators of static charge. Static protection precautions such as container bonding or grounding would not be necessary. Flash point listed as N/A or not applicable due to the presence of water.

SPECIAL FIRE FIGHTING PROCEDURES: Water may be used to cool closed containers to prevent pressure buildup. Keep people away from any fire fighting operations involving chemicals. Wear a self-contained positive pressure breathing apparatus in addition to full protective gear.

SECTION V - HEALTH HAZARD

EFFECTS OF OVEREXPOSURE: Irritation of the respiratory tract or acute nervous system depression characterized by headache, dizziness, staggered gait, confusion, unconsciousness, coma. There is no applicable information available regarding the carcinogen potential for this product as a whole, however any relevant information regarding any ingredient's status as a potential, suspect, or confirmed carcinogen is listed in SECTION V of the MSDS.

Chronic overexposure may cause blood disorders or damage to the blood-forming system.

Chronic overexposure may damage the liver and/or kidneys, blood cells, cause cardiac sensations, hearing effects, and/or cause birth or fertility defects in lab animals.

Repeated and prolonged exposure to some solvents has been associated with permanent brain and nervous system damage.

Intentional misuse by deliberately concentrating & inhaling vapors from this product may be harmful or fatal.

This product contains ethylene glycol monobutyl ether which is on the New Jersey and Pennsylvania Right-to-Know List.

CAS# 111-76-2

Chronic overexposure may cause damage to the liver, kidney, eyes, and/or respiratory system.

This product contains 2-butanol or secondary butyl alcohol which is on the Massachusetts, Pennsylvania and New Jersey Right-to-Know Lists: CAS# 78-92-2

MEDICAL CONDITIONS PRONE TO AGGRAVATION BY EXPOSURE: Preexisting eye, skin, central nervous system, digestive tract, and respiratory tract. May adversely affect persons with liver, kidney & blood forming organ disorders.

ROUTE(S) OF ENTRY: Inhalation, skin contact absorption, eye contact. Products that are free-flowing liquids or pastes are not expected to have routes of exposure for dust. Dried product residue may exhibit dust inhalation hazards.

INHALATION: May cause moderate irritation to the respiratory tract. Overexposure may have toxic and/or narcotic effects. May cause congestion, headache, dizziness, weakness, nausea, and/or drowsiness. FIRST AID: Remove to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration and get emergency medical assistance.

EYE CONTACT: Liquids or vapors may cause severe irritation and/or chemical burns to the eyes. Chronic overexposure may cause eye damage, conjunctiva or corneal injury. FIRST AID: Immediately flush eyes and eyelids with large amounts of water for 15 min. Hold eyelids apart to ensure flushing of the entire area. Get prompt medical attention.

SKIN CONTACT: May cause moderate to severe skin irritation. May cause burning sensations, defatting and/or dermatitis. Chronic overexposure may cause skin cracking and/or eczema. FIRST AID: Remove contaminated clothing and shoes. Wash area with soap and water. Get medical attention as needed.

SKIN ABSORPTION: May be absorbed through skin tissues. Chronic overexposure to the skin without using protective barriers (gloves, aprons, etc.) may cause toxic effects.

INGESTION: Single dose oral toxicity is low. May cause irritation to the gastrointestinal tract. Ingestion may cause nausea, discomfort, diarrhea, dizziness and vomiting. FIRST AID: DO NOT INDUCE VOMITING! Contents of this product pose an inhalation hazard. If aspirated into the lungs, may cause chemical pneumonitis and/or pulmonary edema which can be fatal. Never leave individual unattended, keep head low to prevent aspiration. SEEK IMMEDIATE MEDICAL ATTENTION!

SECTION VI - REACTIVITY DATA

STABILITY: ____UNSTABLE __XX_STABLE

INCOMPATIBILITY (Materials to avoid): Keep away from all oxidizing materials, avoid strong acids & alkalis (caustics) and never distill solvents to dryness. Material can react violently under such conditions.

HAZARDOUS DECOMPOSITION PRODUCTS: Oxides of carbon, nitrogen and/or sulfur & other toxic gases and irritating vapors like aldehydes, amines, HCN, and incompletely burned hydrocarbons.

HAZARDOUS POLYMERIZATION: ____May Occur __XX_Will Not Occur

CONDITIONS TO AVOID: Container is not a pressure vessel. Never use pressure to empty. Use safe warehousing and handling procedures for drums, pails, containers, etc. Do not stack 5 gallon pails more than 5 high.

SECTION VII - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Dike spilled area and collect with inert absorbent material.

If in a confined area, avoid breathing vapors and use a respiratory protection device (See Section VIII). Follow local, state and federal spill notification procedures.

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WASTE DISPOSAL: Consult licensed waste handling and/or transportation facility. Follow local, state, provincial and federal waste regulations. Do not incorporate into municipal sewage treatment facilities. Empty containers retain product residue, follow label and MSDS warnings even after container is emptied.

SECTION VIII - SAFE HANDLING & USE INFO

RESPIRATORY PROTECTION: In outdoor or open areas with unrestricted ventilation, if needed, use NIOSH approved dust mask to protect from overspray airborne particulates. In restricted areas use NIOSH approved organic vapor respirator with dust particulate pre-filter. Supplied air systems or intrinsic safe PAPR systems with organic vapor protection may be used, consult OSHA respirator standard and check with a safety supplier for respirator system specifications.

VENTILATION: Provide sufficient ventilation to keep dust/ airborne particulate and organic vapor concentrations below OSHA personal exposure limits (PEL). Remove all smoke, dust, or fumes formed by welding, flame cutting, sanding or grinding surfaces coated with this material. Provide proper respiratory protection if ventilation or exhaust is inadequate.

SKIN PROTECTION REQUIREMENTS: Chemical resistant gloves are recommended, neoprene, nitrile, or butyl rubber. Cover as much of the exposed skin as possible with appropriate impervious clothing. If skin creams are used, keep the area protected by the cream to a minimum. Do not use skin creams to protect skin when working with acids or acid catalysts.

EYE PROTECTION: Eye protection should be worn in any type of industrial operation. The use of chemical goggles and a full face shield to prevent splash from liquids is recommended. Contact lenses should not be worn.

OTHER PROTECTIVE EQUIPMENT: The use of chemical resistant protective suit is suggested. Avoid any skin contact with vapors, mists, or spray. Prevent contact of materials with clothing if possible. Remove and wash contaminated clothing before re-use. Use an industrial type professional cleaning service, do not wash at home. Do not wear contaminated clothing or shoes away from the workplace. Leather products contaminated with this product should be discarded.

HYGIENIC PRACTICES: Emergency eye wash stations and safety showers are recommended. Wash hands prior to eating, using the washroom or smoking. Precautions must be taken so that persons handling this product do not breathe the vapors or have it contact the skin or eyes. In spray operations, protection must be afforded against exposure to both vapor and spray mist.

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Follow safe warehousing procedures. Avoid puncturing the container. Keep containers away from excessive heat. KEEP FROM FREEZING!

OTHER PRECAUTIONS: Maintain a clean work area. Use only in a well ventilated area. VHAP=VOLATILE HAZARDOUS AIR POLLUTANT

CAUTION! DO NOT TAKE INTERNALLY. Avoid breathing vapor/dust.

WARNING! This product contains chemicals known to the State of California to cause cancer or reproductive harm.

NOTICE: The HMIS rating for this material involves data and interpretations compiled from the various material suppliers of the component ingredients. This information will vary from supplier to supplier. The rating is intended for rapid and general identification of this product's hazards. To adequately deal with the safe handling of this material, all

information contained in the MSDS must be reviewed as part of an ongoing Hazard Communication Program.

This product complies with the Toxic Substances Control Act (TSCA) 40 CFR 700-799. The Material Safety Data Sheet (MSDS) complies with 29 CFR 1910.1200, Hazardous Communication Std. In the event of a TRANSPORTATION RELATED INCIDENT involving this product, CALL 1-800-688-4005. VOC content is determined by EPA method 24.

ENGINEERING REPORT

DECEMBER 28, 2022

PREPARED FOR: CLENDENING JOHNSON & BOHRER, PC
409 W PATTERSON DR; STE 205
BLOOMINGTON, INDIANA 47403

ATTENTION: BENJAMIN KATCHUR, ESQ

INSURED: GAS-FIRED PRODUCTS, INC

LOSS LOCATION: 6231 MACBETH ROAD
FORT WAYNE, INDIANA

DATE OF LOSS: MARCH 19, 2019

FILE NUMBER: N/A

CLAIM NUMBER: C269498

EI FILE NUMBER: EI-22-141

THIS REPORT FURNISHED AS PRIVILEGED AND CONFIDENTIAL TO
ADDRESSEE. RELEASE TO ANY COMPANY, CONCERN OR
INDIVIDUAL IS SOLE RESPONSIBILITY OF ADDRESSEE.



Gas-Fired Products, Inc.
Claim № C269498

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December 28, 2022

Introduction

During the late evening of March 19, 2019, a fire occurred at the Republic Services Waste Disposal, Recycling and Trash Pickup industrial site on Macbeth Road in Fort Wayne, Indiana. The fire originated at the southern extent of Building 1 that was utilized for dumpster repair/rework and storage as shown in the dotted red circle in *Figure 1*.



Figure 1 - Republic Services Site

Jim Foster, CFI and fire investigator working in the interests of Republic Services of Indiana, LP (Republic Services), opined that “Paint and other flammable products used in the repair of trash dumpsters collected on and inside the tube heaters and ignited.”¹

¹ *Expert Report*, by James P. Foster, CFI, CEFI, CVFI, dated November 18, 2022, p.1

Gas-Fired Products, Inc.
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December 28, 2022

The LP gas-powered tube heaters were reportedly manufactured by the Insured, Gas-Fired Products, Inc. and were reportedly installed by Coe Heating & Air Conditioning, Inc. (Coe HVAC). Coe HVAC reportedly completed installation of the tube heaters on or before February 4, 2019.

Mike Vergon, CFI and Fire Investigator of Vergon & Associates Fire Investigation, LLC, was assigned by Clendening Johnson & Bohrer, PC to investigate the origin and cause of the fire. On or about May 16, 2022, Mr. Vergon contacted the author of this Engineering Report, Scott A Jones, PE of Engineering Investigation, LLC. Mr. Vergon requested the author's assistance in the inspection and evaluation of the tube heaters that had been previously removed from the loss site. The author did not visit the loss site. The scope of the author's duties did not include a complete fire origin and cause investigation.

In preparation for writing this Report, the author reviewed: National Oceanic & Atmospheric Administration (NOAA) regional weather; *Space-Ray Installation and Operating Instructions*, dated December 2017; *Expert Report*, by James P. Foster, CFI, CEFI, CVFI, dated November 18, 2022; Sheboygan Paint Company *Water Reducible Protective Enamel Technical Data Sheet*, undated; Report of Findings, by James P. Foster, CFI, CEFI [sic], CVFI, dated December 3, 2019; Sheboygan Paint Company, *Medium Blue WR Protective Enamel Product Specification* (MSDS), printed 12/01/14; white paper regarding code-compliance authored by Mr. Nicholas Ozog and dated November 18, 2022; deposition transcript of Mr. Fred Jones, Republic Services worker; deposition transcript of Mr. Terry Reader, Republic Services worker; loss site inspection photographs recorded by Mr. Vergon on March 3, 2020 and May 11, 2020; provisions of NFPA 54 – 2018 Edition, *National Fuel Gas Code*; provisions of NFPA 211 – 2019 Edition, *Standard for Chimneys, Fireplaces, Vents, and Solid Fuel Burning Appliances*; and Republic Job Material List (Front Sides and Back Sides) supplied by counsel on December 1, 2022.

Gas-Fired Products, Inc.
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December 28, 2022

Background

Mr. Foster provided a chronology of events in his *Expert Report* of November 18, 2022. In bulletized form, locations and events were as follows:

- The area where the fire originated was at the south end of the building where trash dumpsters were repaired and repainted.
- The dumpster maintenance included repairing, sanding, patching, and repainting the dumpsters.
- Work in this area included the use of flammable and other combustible materials.
- Welding was also done when needed to repair metal components. On the date of the fire, work had been completed in the area of origin. This work included welding to repair trash dumpsters.
- Sanding and painting operation had been done during the day.
- Work was completed around 3:00 p.m., and employees had cleaned up the area following the completed work day.
- There were no indications of any problems at the time the employees left the facility at 4-4:30 p.m.
- A facility manager had completed a walkaround that included the maintenance facility and the area where work had been done. There was no indication of any problems when that observation was completed at 6:00 to 6:30 p.m.
- Three Space Ray Ceiling tube infrared heaters, model PT125-30L5 had been installed in the paint and welding shop area within the past two months. The heaters were supplied by electrical power and propane fuel. There had been no reported problems related to the heat prior to the fire event.

Gas-Fired Products, Inc.
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December 28, 2022

Regional Weather Conditions

The author downloaded historic regional weather conditions from the National Oceanic & Atmospheric Administration (NOAA). The weather conditions were reported from Fort Wayne International Airport (KFWA) via hourly METAR (aviation) weather observations. The data was compiled using the NOAA Local Climatological Data (LCD) service.

Fort Wayne International Airport was situated 3.8 miles to the south southeast of the loss site.

The overnight temperature in the days preceding the loss were near or below freezing as shown in the table:

Date	Daily LOW Temperature	Precipitation
March 15	34°F	Rain & snow
March 16	29°F	None
March 17	25°F	Snow
March 18	27°F	None
March 19	28°F	None

It is reasonable to believe that the subject tube heaters, if operational, would have been used to maintain temperature in the Painting Area.

Observations

On August 23, 2022, the author inspected the remnants of the three PTS125-L5 single-pass, single-stage tube heaters that had been previously removed from the loss site. The heaters reportedly had been installed in an east-west arrangement. Accordingly, site inspection attendees marked the heater remnants as SOUTH, NORTH, and MIDDLE heaters.

MIDDLE Heater Inspection

The MIDDLE heater head was presented as shown in *Figure 2*.

Gas-Fired Products, Inc.
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December 28, 2022



Figure 2 - MIDDLE Heater Remnants

As shown in **Figure 2**, the MIDDLE Heater head was presented with a LP gas supply piping segment, appliance connector, and a portion of the single-wall intake (combustion air supply) duct. All items were damaged from the heat of the fire and/or building collapse.

The brass LP gas jet was melted such that identification of orifice size could not be determined (**Figure 3**). The LP gas combination gas valve was a re-solidified pool of aluminum (**Figure 4**).



Figure 3 - Melted Brass Jet

Gas-Fired Products, Inc.
Claim № C269498

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December 28, 2022



Figure 4 - LP Gas Combination Valve

Exhaust gases from the heater were routed outdoors via double-wall Type B vent. Transition through the roof sheathing was accomplished via roof flashing and storm collar (**Figure 5**).



Figure 5 - Type B Vent with Roof Flashing and Storm Collar

Gas-Fired Products, Inc.
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December 28, 2022

Inspection of the inner surfaces of the aluminized steel heater tube revealed no blue paint deposits or foreign material(s) (**Figure 6**).



Figure 6 - MIDDLE Heater Tube

The aluminum *inner* tube in the Type B vent² had completely melted away as shown in **Figure 7**.



Figure 7 - Type B Vent Inner Aluminum Tube Melted

² All Type B vent inner aluminum tubes for all three heaters exhibited melting. The outer tubes were composed of galvanized steel.

Gas-Fired Products, Inc.
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December 28, 2022

SOUTH Heater Inspection

As shown in **Figure 8**, the SOUTH heater head was presented for inspection with the combustion air intake attached along with the appliance connector and lacquered steel LP gas supply drip leg.



Figure 8 - South Heater Head with Combustion Air Intake

The heater was equipped with a properly-sized³ 30 LP gas orifice (**Figure 9**).



Figure 9 - Drill Size 30 LP Gas Orifice

³ *Space-Ray Installation and Operating Instructions*, dated December 2017

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Inspection of the inner surfaces of the aluminized steel heater tube revealed re-solidified aluminum drop down from the associated exhaust vent with no blue paint deposits. (**Figure 10**).



Figure 10 - View into SOUTH Heater Tube

The SOUTH heater transition through roof sheathing was accomplished via roof flashing and storm collar around a Type B vent (**Figure 11**).



Figure 11 - SOUTH Heater Type B Vent with Flashing and Storm Collar

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NORTH Heater Inspection

As shown in **Figure 12**, the NORTH Heater head was presented with a LP gas supply piping segment, appliance connector, and the starter collar/elbow segment for a single-wall intake (combustion air supply) duct. All items were damaged from the heat of the fire and/or building collapse. The LP gas combination valve body had melted (**Figure 13**).



Figure 12 - NORTH Heater Head with LP Gas Supply Piping



Figure 13 - LP Gas Valve Melted

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The brass LP gas orifice was recovered from the burner remnants. The heater was equipped with a proper drill size 30 LP gas orifice (**Figure 14**).



Figure 14 - NORTH Heater Orifice

The NORTH heater transition through the roof sheathing was accomplished via roof flashing and storm collar around a Type B vent (**Figure 15**).



Figure 15 - NORTH Heater Roof Transition and Firestop Spacer

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A steel firestop spacer was recovered with the Type B vent section as shown in **Figure 15**. It appeared that firestop spacers were used in the ceiling exhaust transitions.

Discussion

Direct inspection of the three heater heads revealed that all three heads were equipped with single wall tubes and flexible elbows to facilitate combustion air intake from an area other than the occupied space of the building of fire origin.

The front sheet of the Coe HVAC Bill of Materials (**APPENDIX**) for the Republic Services heater installation shows 10 feet of 30-gauge pipe was used during the installation of the heaters. 30-gauge pipe is often used for combustion air intake pipe as single wall vent (i.e., exhaust) pipe must be at least 26-gauge thickness.⁴

The Coe HVAC Bill of Materials also showed the use of 8 feet of 26-gauge pipe that may have been used as a connector to the Type B vents (i.e., double-wall vent pipe) that transitioned through the Attic.

From the author's artifact observations and Coe HVAC Bill of Materials, it is believed that the pre-fire heater configurations appeared in a manner similar to the unscaled layout created by the author (**Figure 16**).

As shown in **Figure 16**, fresh combustion air was drawn into each of the heaters from the Attic or through exterior wall(s) via 4-inch single wall piping attached to each of the heater heads. Exhaust air transitioned through the Attic using Type B vent.

The design is known as a direct-vent configuration whereby air moving through the heaters does not interact with the air in the heated volume. As such, aerosols, particulate, and vapors in the heated space are not drawn into the heaters' air stream. All piping downstream of the heater heads was at a positive (i.e., higher) pressure than the pressure in the room due to the action of the heater's blower.⁵

⁴ 30-gauge pipe is thinner than 26-gauge pipe. Per NFPA 211-2019 Edition, ¶ 9.2, single-wall galvanized steel pipes used in gas appliance service as connectors must be constructed of 26-gauge or thicker material.

⁵ The subject Space-Ray heaters are listed as NFPA 54-2018 Edition Category III appliances. A Category III appliance operates with a positive pressure (due to the combustion air blower) and has a high enough exhaust gas temperature to avoid excessive condensate production in the exhaust system.

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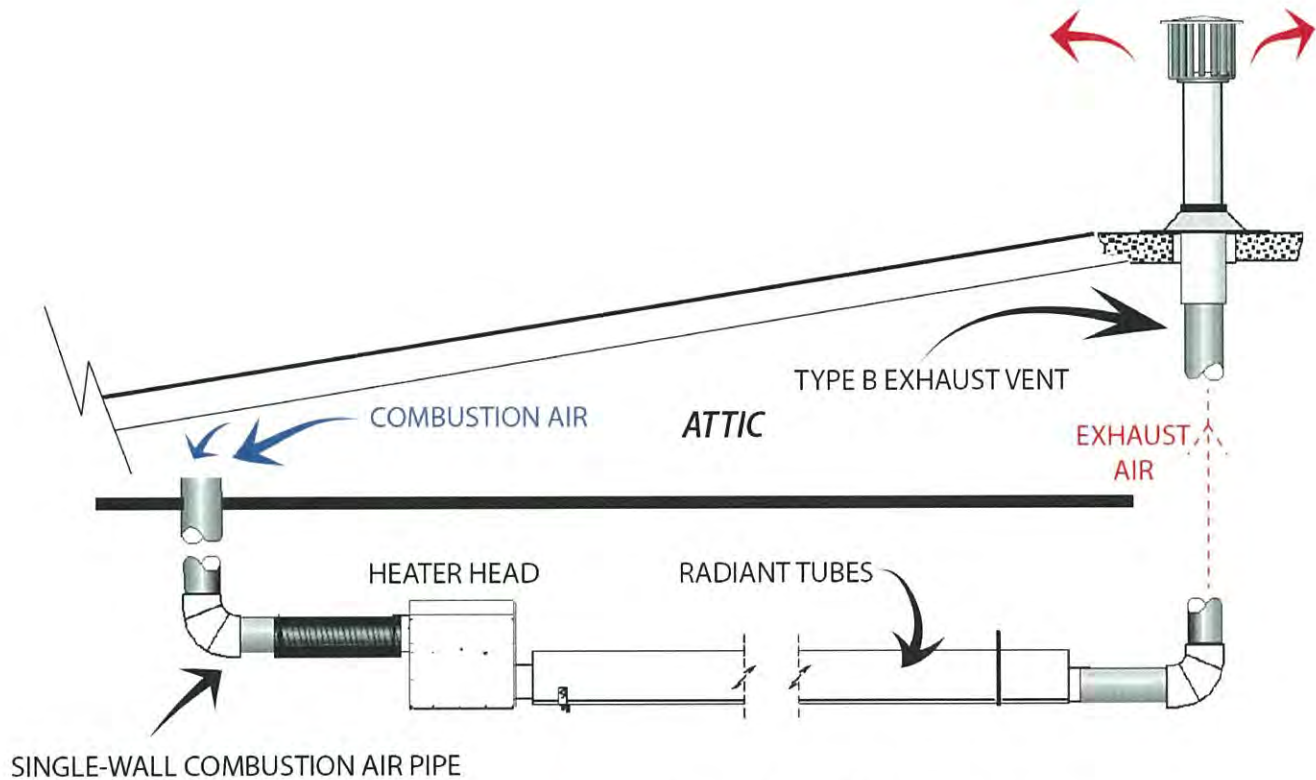


Figure 16 - Radiant Heater Direct-Vent Air Flow Paths

The *Space-Ray Installation and Operating Instructions*, offered direct-vent guidance to installers as a means to avoid interactions with detrimental environments:

17.1) DIRECT OUTSIDE AIR FOR COMBUSTION

Outside combustion air should be supplied directly to the heater when the building is subject to negative pressure, or when contaminants or high humidity are present in the building air. These contaminants include paints, solvents, corrosive vapors or any other foreign particles that may cause damage to the heater or result in poor combustion.

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Conclusions

1. **Regional weather was not causal to the fire.** Review of the regional weather conditions at the time of the loss revealed that it was a calm but cold evening. There was no convective (i.e., thunderstorm) activity.
2. **The three Space-Ray tube heaters appeared to be installed and ready-to-run based upon heat demand.** All three heaters appeared with intact appliance connectors for connection to the building's LP gas distribution system. 2 of 3 gas isolation valves for the heaters were verified in the OPEN position. The third LP gas isolation valve was not destructively disassembled to facilitate direct inspection. All heaters' radiant tubes were intact with no penetrations.

2 of 3 LP gas orifices were verified to be drill size 30, which was the proper diameter for a 125,000 BTU/hour LP gas Space-Ray tube heater. The third orifice had melted sufficiently to prevent orifice sizing.

The vertical portions of the exhaust vents for all three heaters were proper double-wall Type B vent. No outdoor vent caps appeared with the evidence, but Type B vents often use all-aluminum cap construction; whereby the vent caps would not be expected to survive a fire.
3. **The internal surfaces of the heaters were not contaminated by paint residue as the air flowing through the heaters was obtained from outside and exhausted outside.** The heaters were installed in a direct-vent configuration whereby combustion air was obtained from uncontaminated air outside the heated space. The configuration was a manufacturer's recommended configuration.
4. **The Space-Ray infrared LP-fueled heaters created no conditions that were causal to the fire.** Although the heaters were extensively damaged by the action of the fire, there were no deleterious conditions discovered by careful inspection of the heater remnants.

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The opinions in this Report are given with a reasonable degree of engineering certainty.

This investigation was conducted in accordance with the Scientific Method as taught in National Fire Protection Association (NFPA) 921 – 2021 Edition, *Guide for Fire and Explosion Investigations*. The analysis and conclusions are based upon information reviewed to date, plus general engineering knowledge and experience. Information reviewed at a later date may warrant modifying or augmenting the conclusions, and the author reserves the right to supplement this Report.

Sincerely,

A circular professional engineer seal for Scott A. Jones, State of Indiana. The seal contains the text "SCOTT A. JONES", "LICENSED", "No. PE10200078", "STATE OF INDIANA", and "PROFESSIONAL ENGINEER". Below the seal is a handwritten signature in blue ink that reads "Scott A. Jones".

December 28, 2022

Scott A. Jones, PE CFEI CVFI
Registered Professional Engineer – Mechanical Engineering
Registered Professional Engineer – Electrical Engineering
Engineering Investigation, LLC

Gas-Fired Products, Inc.
Claim № C269498

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December 28, 2022

APPENDIX

Gas-Fired Products, Inc.
Claim № C269498

18

December 28, 2022

(1) REPLACEMENT MATERIAL REQUISITION REV. 11-1-2018

JOB NAME Republic Services JOB # 20472-D DATE 1-10-19

ADDRESS 6231 Macbeth Rd. PHONE _____ INSTALL _____

TOOLS NEEDED: RECLAIMER _____ LADDER FT. _____ HAMMER DRILL _____ OTHER _____

PULL	USED	DESCRIPTION	COST
		THERMOSTATS	
		TH3110D1008 DIGITAL NON PROG. PRO 3000	
		TH4110D1007 DIGITAL PROG. PRO 4000	
		TH6220U2000 2H/2C CONVENTIONAL	
		TH6210U2001 T6 STAT PROG 7 OR 5-2 DAYS 2H-1C	
		12 YEAR LABOR NEEDS TO BE HIGHLIGHTED	
3	3	space tray PTS 125-30LS ^{#139400} Tube headers 4182	
		(LP GAS)	
3	4	4" flashings	
3	8	4" storm collars	
3	0	wall thimbles 4"	
3	4	4" B-vent caps	
30'	8'	4" 20 g. pipe	
30'	10'	4" 20 g. pipe 5'ers	
10	13	4" Ell's	
3	4	5' x 4" B-vent pipe	
3	0	3' x 4" B-vent pipe	
3	1	18" x 4" B-vent pipe	
80'	40'	BX cable 13-2	
60'	2	2x4 Electrical boxes	
3	0	switches	
3	0	2x4 switch covers	
60'		3/4 Black Iron	
10'		1/2" Black Iron	
1		3/4 + 1/2" mega kit	

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF)
INDIANA, LIMITED)
PARTNERSHIP,)

Plaintiff,)

v.)

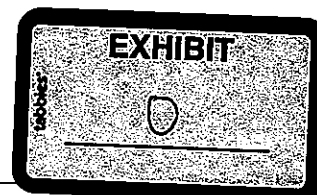
Case No. 1:21-cv-108-HAB-SLC

COE HEATING & AIR)
CONDITIONING, INC., and)
GAS-FIRED PRODUCTS, INC.)
d/b/a SPACE-RAY,)

Defendants,)

DEPOSITION OF LAUREL MASON

The deposition upon oral examination of
LAUREL MASON, a witness produced and sworn
before me, Andrea Wray, Notary Public in and
for the County of Hendricks, State of Indiana,
taken on behalf of the Plaintiff via
VIDEOCONFERENCE, on the 9th day of February,
2023, commencing at 11:21 a.m., in accordance
with F.R.C.P 30, with written notice as to time
and place thereof.



1 Q I understand.

2 Did you rely on this portion of the MSDS
3 sheet -- and I'm talk- -- when I say "this", I'm talking
4 Exhibit 25, Page 3, where it says "non-combustible".

5 Did you rely on that portion of the MSDS sheet
6 in any way in generating your opinions in this case?

7 A I relied more upon the information that's in
8 the physical data as well as the hazardous ingredients
9 and as well as extinguishing medians in fire and
10 explosion hazards.

11 Q Okay. Where it says "extinguishing media" and
12 then it says "water-based product" -- do you see that?

13 A Yes, sir.

14 Q That portion of the MES -- MSDS sheet -- does
15 that representation, where it says "water-based
16 product" -- did that have any bearing in any way on your
17 opinions -- in generating your opinions in this case?

18 A Yes.

19 Q Tell me more about that.

20 A It's a water-based product. It doesn't have a
21 flash point because it's a water-based product. It's
22 primarily water; however, if you boil the product --
23 let's say, you have a fire where this paint is, and you
24 boil it, the water will boil off and then, because based
25 upon the solvents that are present, it could become a

1 independently check for ignitable-liquid residues from
2 anything from the scene, correct?

3 A Correct.

4 Q Okay. When you say, part two, that you've
5 been asked to formulate an opinion to determine the
6 likelihood of the ignition of paint due to the use of
7 the recently-installed Space-Ray heaters -- in your
8 opinion, does that get into the arena of cause and
9 origin, in any way?

10 A No.

11 Q And why not?

12 A What I was asked to -- to do was to look at
13 the paint to see whether or not it could have been
14 ignited -- based upon its physical properties, could
15 have been ignited by the Space-Ray heaters -- or to look
16 at the -- the -- the blue paint, the characteristics of
17 the blue paint, to see if it was ignited by the heaters,
18 if it was possible.

19 Q So, for that portion of your -- of the opinion
20 that you've been asked to formulate, what information
21 did you think you needed before opining on that?

22 A The material safety data sheet, the
23 information about the product, the information that
24 Ms. Wells found in the paint, itself.

25 Q Does the -- does the temperature of the Space-

1 going to get particulates from the paint up on the
2 heaters unless somebody is spraying it up there. So,
3 how else do you explain that?

4 MR. GARDNER: Objection. Argumentative. Form
5 of the question. Incomplete hypothetical. Assumes
6 facts not in evidence.

7 A My understanding of this liquid, based upon
8 the density and the physical characteristics -- yes,
9 when they sprayed, it's atomized, but it's going to be
10 heavier than air.

11 So, the paint, itself, and the vapors, which
12 are heavier than the air, are not going to be all over
13 the spray area unless there's some type of mechanical
14 way to get it up there, by either spraying it up there
15 or by sucking the air or some type of ventilation system
16 that re- -- that pulls the spray-booth air up.

17 Q Do you know anything about the ventilation
18 system that existed in the area where Republic Services
19 employees were spraying this paint?

20 A No, sir.

21 Q Okay. I want to go back to your report --
22 give me one moment. I need to pull it back up -- which
23 is Exhibit 6. So, if you could, go there.

24 If you go Page 6 of Exhibit 6, it starts with
25 "analysis". Do you see that?

1 work area between 6:00 and 6:30 p.m. and did not observe
2 any problems."

3 Do you see that?

4 A Yes.

5 Q In generating your report, do you think that
6 information that a facility manager inspected the work
7 area and did not observe any problems -- does that
8 affect your opinion in any way?

9 A Not really, no.

10 Q Okay. Why not?

11 A There weren't any problems at that time.

12 My -- I was asked to determine whether or not the paint
13 could ignite on the heaters after the temperature or the
14 thermostat kicked on, on the Space-Ray heaters and
15 ignited the heaters -- whether or not the paint could
16 ignite.

17 Q I want to go to Page 7. There's a portion of
18 a sentence and it then it goes -- sorry. One moment.

19 He -- do you see where I'm at, Page 7 of
20 Exhibit 6?

21 A Yes, what -- what -- where are we?

22 Q Very top of the page. It says, "He does not
23 describe what methodology he used to exclude other
24 sources of ignition when he readily identified cutting
25 and welding operations were part of the use of this

1 BY MR. JONES:

2 Q So, I'll -- I'll go ahead and say, that was a
3 terrible question, Laurel. I don't think it was
4 argumentative, but I'll rephrase because that was a very
5 poor question. Okay.

6 When we're looking at Page 8 of Exhibit 6, you
7 identify -- you say, "Republic 00603 does not identify",
8 I'm going to say, one, "the area swabbed with gauze".

9 Does the fact that the -- that that photograph
10 doesn't identify the area swabbed with gauze -- does
11 that, in your opinion, cause the evidence collected to
12 be illegitimate or unreliable?

13 MR. GARDNER: Object to form regard- --
14 objection to the form, use of the word
15 "illegitimate."

16 MR. HEHNER: Objection as to form.

17 A It's improper evidence collection. There's no
18 documentation to show -- all we have is Mr. Foster's
19 word of where he collected the evidence. There's no
20 documentation to show what he did and whether, in fact,
21 it was removed from that location.

22 Yes, it -- it's -- it has a great deal to do
23 with the integrity of the evidence.

24 Q Right. You described earlier what you
25 described -- what you called a legitimate piece of

CERTIFICATE OF REPORTER

STATE OF INDIANA)

COUNTY OF HENDRICKS)

I, ANDREA KOMARIDIS WRAY, Court Reporter,
certify that the foregoing proceedings were taken before
me at the time and place therein designated; that my
shorthand notes were thereafter translated under my
supervision; and the foregoing pages, numbered 1 through
130, are a true and correct record of the aforesaid
proceedings.

I further certify that I am not a relative,
employee, attorney or counsel of any of the parties, nor
am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am I
financially interested in the action.

DATED this 23rd day of February, 2023.



ANDREA KOMARIDIS WRAY

NOTARY PUBLIC

COMMISSION NUMBER NP0743903

COMMISSION EXPIRES 09/25/2030

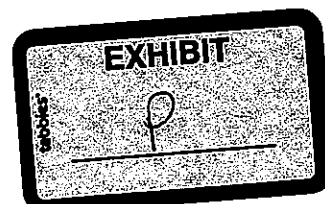
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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION
CASE NO. 1:21-CV-00108

REPUBLIC SERVICES OF INDIANA,)
LIMITED PARTNERSHIP,)
)
Plaintiff,)
)
vs.)
)
COE HEATING & AIR CONDITIONING,)
INC.; and GAS-FIRED PRODUCTS,)
INC. d/b/a SPACE-RAY,)
)
Defendants.)

The video deposition upon oral examination of
JAMES P. FOSTER, CFI, CFEI, CVFI, a witness
produced and sworn before me, Lisa C. Pierce, a
Notary Public in and for the County of Hamilton,
State of Indiana, taken on behalf of the Defendants
at Lewis Kappes, One American Square, Suite 2500,
Indianapolis, Marion County, Indiana, on
January 24, 2023, commencing at the hour of
11:16 a.m., pursuant to Applicable Rules of
Procedure, with written notice as to time and place
thereof.

Job No. CS5675427



1 water from it, which is what happened in this case.
2 The heaters basically dried off or boiled off
3 the -- the water which became adhered to the
4 surfaces and basically dried on those surfaces.
5 It's not a liquid product anymore; it's dried.

6 QUESTIONS BY MR. GARDNER:

7 Q. Okay. So your opinion in this case as to the
8 ignitability or combustibility of Blue Sheboygan is
9 regarding its dry form, right, instead of its wet
10 form?

11 A. I would say yes.

12 Q. Tell me about all the tests you've done to confirm
13 that dry Blue Sheboygan paint can ignite or combust
14 or sustain combustion.

15 MR. JONES: Objection to form.

16 THE WITNESS: I've not done any tests. I've
17 only went by what the company's -- the
18 manufacturers of paints stated. And --

19 MR. GARDNER: (Unintelligible.)

20 THE WITNESS: -- their MSDS sheets.

21 MR. JONES: Let him finish.

22 MR. GARDNER: Go ahead. Done?

23 THE WITNESS: Yep.

24 QUESTIONS BY MR. GARDNER:

25 Q. Okay. So you have not tested the hypothesis that

1 you have that dry Blue Sheboygan paint is
2 ignitable, combustible, or sustains combustion.

3 MR. JONES: Objection to form.

4 THE WITNESS: I have not tested that
5 hypothesis. The only thing I have is the MSDS
6 sheets and also lab report that says there was
7 medium and heavy -- and I think aromatic or aromatic
8 (phonetic) material that was found in those con --
9 in the samples that was sent in.

10 MR. GARDNER: The word's aromatic.

11 THE WITNESS: Aromatic, yeah.

12 QUESTIONS BY MR. GARDNER:

13 Q. So in connection with your conclusion, a/k/a
14 opinion, stated in your December 3rd, 2019,
15 Paragraph 3, Page 2 report, you -- you indicate at
16 the end, the last sentence -- you can read it if
17 you want -- Paint and other flammable products used
18 in the repair of trash dumpsters collected on the
19 tube heaters and ignited, right?

20 A. Right.

21 Q. You didn't use the word "in" there, did you?

22 A. I didn't use the word "in," no. I --

23 Q. I thought in your -- your last report, which is
24 Exhibit G, dated November 18th, 2022, you indicated
25 that none of your opinions had changed from your

1 THE WITNESS: No --

2 MR. JONES: -- speculation.

3 THE WITNESS: -- I do not.

4 QUESTIONS BY MR. GARDNER:

5 Q. The next says, A number of electrical panels for
6 building. Do you see that?

7 A. Yes.

8 Q. You agree with that, don't you?

9 A. Yes.

10 MR. JONES: Objection to foundation.

11 QUESTIONS BY MR. GARDNER:

12 Q. You observed numerous electrical panels inside of
13 building number 1 in your site inspections.

14 A. Yes.

15 Q. And you photographed them.

16 A. I photographed some that -- in the -- the exterior
17 of the building and also photographed some
18 throughout the building.

19 Q. Yeah. I'm just referring to building number --

20 A. Building 1 as well, yes.

21 Q. Right. But you didn't collect any of that, did
22 you?

23 A. No, we did not.

24 Q. It was never tested, was it?

25 MR. JONES: Objection to foundation.

1 THE WITNESS: There was no testing done.

2 QUESTIONS BY MR. GARDNER:

3 Q. Of the electrical components including these
4 electrical panels, right?

5 A. Correct.

6 MR. JONES: Same objections.

7 QUESTIONS BY MR. GARDNER:

8 Q. It next says, Three overhead doors and one on the
9 other side. Far door had electric. All others
10 were manual. Do you see that?

11 A. Yes.

12 Q. Would that be your understanding that the white
13 door on the far south side of the building number 1
14 in Exhibit Z is -- was electrically operated, but
15 the two blue ones were not?

16 MR. JONES: Objection to form, foundation.

17 MR. GARDNER: He --

18 MR. JONES: Misstates the document. It
19 doesn't say --

20 THE WITNESS: I don't know anything about this
21 pape -- paper. But I -- I assume that there --
22 they would have to be correct, yes. If it came
23 from Fred Jones; he knows about the facility.

24 QUESTIONS BY MR. GARDNER:

25 Q. So these seven pages of Exhibit D, you never looked

1 STATE OF INDIANA)
2) SS:
3 COUNTY OF HAMILTON)
4

5 I, Lisa C. Pierce, a Notary Public in and for
6 the County of Hamilton, State of Indiana at large,
7 do hereby certify that JAMES P. FOSTER, CFI, CFEI,
8 CVFI, the deponent herein, was by me first duly
9 sworn to tell the truth, the whole truth, and
10 nothing but the truth in the aforementioned matter;

11 That the foregoing video deposition was taken
12 on behalf of the Defendants at Lewis Kappes, One
13 American Square, Suite 2500, Indianapolis, Marion
14 County, Indiana, on January 24, 2023, commencing at
15 the hour of 11:16 a.m., pursuant to Rules of
16 Applicable Procedure;

17 That said video deposition was taken down in
18 stenographic notes and afterwards reduced to
19 typewriting under my direction, and that the
20 typewritten transcript is a true record of the
21 testimony given by said deponent; and thereafter
22 presented to said deponent for his signature;

23 That the parties were represented by their
24 aforementioned counsel.

25 I do further certify that I am a disinterested

1 person in this cause of action; that I am not a
2 relative or attorney of any party, or otherwise
3 interested in the event of this action, and am not
4 in the employ of the attorneys for any party.

5 IN WITNESS WHEREOF, I have hereunto set my
6 hand and affixed my notarial seal this 1st day of
7 February, 2023.

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11 

12 NOTARY PUBLIC
13
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16 My Commission Expires:
17 March 14, 2029

18 County of Residence:
19 Hamilton
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25

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,

Plaintiff, Case Number 1:21-CV-00108

v.

COE HEATING & AIR CONDITIONING,
INC.; and GAS-FIRED PRODUCTS, INC.
d/b/a SPACE-RAY,
Defendants.

REMOTE ZOOM VIDEOCONFERENCE DEPOSITION OF

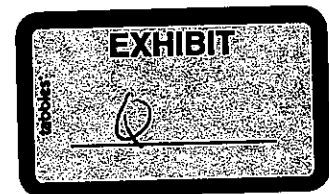
JOHN H. DIGGLE, III, P.E.

Taken Friday, March 10, 2023

Scheduled for 1:00 p.m. EST

REPORTED BY: DANA S. ANDERSON-LINNELL

Job No. CS5768515



1 there's kind of a long rectangle that abuts the
2 southern wall. Do you know what that is and
3 what you were intending to represent by that?

4 A. Yeah, that's most likely the electrical
5 service panels, and it's their location, I
6 believe.

7 Q. Okay. So they were located in the
8 southeast corner of the building basically?

9 A. That's correct, yeah.

10 Q. Okay. Let me just skip a page and go to
11 your last page. It actually says page 1 of 1.
12 It looks like that, John.

13 A. Yeah. I got that.

14 Q. Okay. So it's dated May 11th of 2020,
15 so roughly two months later it appears to me
16 from the other notes we've been reading,
17 correct?

18 A. Yes.

19 Q. Were you back at the site on May 11th,
20 do you recall?

21 A. Yes, I was.

22 Q. Okay. Let's see if I can read these
23 correctly, your notes from May 11th of 2020.

24 "Electric enters at south end of building.
25 Extensive thermal damage to breakers - all

1 charred." Then I think you wrote, "Switch
2 boxes in four-inch junction boxes - destroyed.
3 Conduit is destroyed and in pieces. Fire melt
4 extensive to copper conductors."

5 Is that the reason why the electrical
6 systems were not gathered into evidence and
7 taken to the Rimkus lab, because of this
8 extensive damage?

9 MR. JONES: Objection to the form
10 and foundation.

11 THE WITNESS: That was a factor for
12 sure. Yeah, the extensive damage, our
13 inability, in my opinion, to -- for there to be
14 any realistic likelihood that we were going to
15 be able to reconstruct the electrical system to
16 determine which came from -- you know, what
17 piece of wire came from where, that -- all of
18 that kind of came together in that decision.

19 BY MR. GARDNER:

20 Q. Okay. And was that a joint decision
21 involving you and Mr. Inendino and Mr. Foster?

22 A. Well, regarding the electrical system,
23 that was probably solely my input to it. They
24 were probably -- I mean, they were welcome to
25 voice their opinions about it, but they were

1 probably just accepting my leadership on that
2 topic.

3 Q. Would it be fair to say that due to the
4 extensive damage to the electrical systems, as
5 you have notated here on May 11th, 2020, in
6 your notes, along with the extensive damage to
7 the building and the total collapse, did you
8 conclude that it wouldn't make any difference
9 to gather it and take it down to the lab and
10 use scanning electron microscopes for the
11 reasons you just said, the damage is just too
12 extensive for that testing to be of any
13 meaning?

14 A. I would characterize it as I -- it was
15 my opinion at the time and still is that due to
16 the extent of damage, doing that -- doing the
17 work of collecting it, going through a lab
18 exam, possibly doing metallurgy on it, like you
19 discussed, was very unlikely to be fruitful as
20 far as making any definitive conclusions about
21 the electrical system.

22 Q. In other words, even if you took it to
23 Indianapolis and examined it and tried to do
24 arc mapping and tried to look at it with a
25 scanning electron microscope and other means

1 and methods of your expertise, you wouldn't be
2 able to rule in or out electrical as a cause of
3 the fire?

4 MR. JONES: Objection to form.

5 THE WITNESS: I think that's a -- I
6 would agree with that, yes.

7 BY MR. GARDNER:

8 Q. Okay. Do you know a fellow named Mike
9 Vergon?

10 A. Yes.

11 Q. Have you worked other cases involving
12 Mike Vergon other than this one?

13 A. Yes.

14 Q. We took his deposition under oath on
15 January 19th, 2023, and I'm going to read you
16 just a little bit of his deposition. And this
17 was a question by plaintiff's counsel,
18 Mr. Thomas Jones, page 42, line 18.

19 "Mike..." meaning Mike Vergon "Are you
20 aware of Mr. Inendino providing any cause and
21 origin opinions in this lawsuit?"

22 Answer, "Yes."

23 Question, "And what is the form of those
24 opinions?"

25 Answer, "At the scene when I asked him

REPORTER'S CERTIFICATE

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I hereby certify that I reported the remote deposition of JOHN H. DIGGLE, III, P.E. on Friday, March 10, 2023, in Maple Grove, Minnesota, and that the witness was by me first duly sworn to tell the whole truth;

That the testimony was transcribed by me and is a true record of the testimony of the witness;

That the cost of the original has been charged to the party who noticed the deposition, and that all parties who ordered copies have been charged at the same rate for such copies;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel;

That I am not financially interested in the action and have no contract with the parties, attorneys, or persons with an interest in the action that affects or has a substantial tendency to affect my impartiality;

That the right to read and sign the deposition transcript by the witness was waived.

WITNESS MY HAND AND SEAL THIS 30th day of March, 2023.



Dana S. Anderson-Linnell
Notary Public, Hennepin County, MN
My commission expires 1/31/2025

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF)
INDIANA, LIMITED)
PARTNERSHIP,)

Plaintiff,) Case No. 1:21-CV-00108

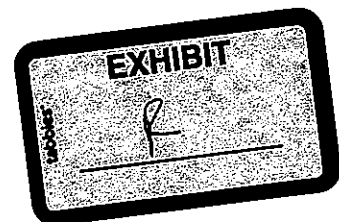
vs.)

COE HEATING & AIR)
CONDITIONING, INC.; and)
GAS-FIRED PRODUCTS, INC.)
D/b/a SPACE-RAY,)

Defendants.)

REMOTE DEPOSITION OF NICHOLAS OZOG, P.E.
February 2, 2023

Job No. CS5682475
Reported by:
Vanessa S. Gosney, CSR #752, RPR



1 MR. JONES: Objection to form.

2 THE WITNESS: In prior work experience I've
3 written reports addressing fire losses. As
4 specific to cause and origin, I can't recall.

5 Q. BY MR. GARDNER: And you'll concede that
6 in this case your report does not contain any
7 opinions of yours in the realm of the origin of
8 this fire, correct?

9 MR. JONES: Objection to form.

10 THE WITNESS: Our report was -- my report
11 was limited to evaluating the installation and area
12 of the heater.

13 Q. BY MR. GARDNER: Right. So you'll
14 agree, your report does not contain any opinion
15 from you as to the origin or the cause of this
16 fire, correct?

17 A. Correct.

18 Q. Okay. Did you personally conduct any
19 flame tests to the Sheboygan blue enamel paint that
20 is alledgedly involved in this case?

21 MR. JONES: Objection to form.

22 THE WITNESS: I did not conduct any testing.

23 Q. BY MR. GARDNER: And in fact, you didn't
24 conduct any testing of any kind of anything in this
25 case, did you?

1 A. I did not conduct any testing.

2 Q. And have you seen the results of any
3 testing of the blue Sheboygan paint as to its
4 flammability?

5 MR. JONES: Objection to form.

6 THE WITNESS: I have the SDS sheet from
7 Sheboygan Paint.

8 Q. BY MR. GARDNER: Other than that, have
9 you seen the results of any testing conducted
10 involving this case of the flammability or
11 combustibility of the blue enamel Sheboygan paint?

12 A. Not that I can recall.

13 Q. All right. Have you ever spoken to
14 Ms. Sherry Wells? She's one of plaintiff's
15 nonretained experts.

16 A. No.

17 Q. Have you read the deposition of
18 Ms. Sherry Wells?

19 A. No.

20 Q. Have you read the report of Ms. Sherry
21 Wells?

22 A. I don't believe so.

23 Q. I think your report mentions that -- and
24 your materials list is -- materials -- I'm sorry,
25 some information supplied to you is the deposition

1 to give an explanation every time I find a question
2 objectionable, I can do that, but I think it's
3 going to drag the depositions out, it's going to
4 interfere with your flow of questioning, and I'm
5 trying to reduce interference with your question.

6 So when you ask him, does he think
7 something, I think you're asking him to speculate.
8 And I'm just trying --

9 MR. GARDNER: Do you want me to change it to
10 opinion? I can do that.

11 MR. JONES: I am just trying to reserve my
12 objection.

13 Q. BY MR. GARDNER: In your opinion, Nick,
14 is blue enamel Sheboygan paint a flammable finish
15 when it is wet and has not dried?

16 MR. JONES: Same objection.

17 THE WITNESS: We would need to do additional
18 testing to evaluate once it's been applied to a
19 substrate to identify if it is combustible or not.

20 Q. BY MR. GARDNER: Same question, do you
21 hold an opinion whether the blue enamel Sheboygan
22 paint is a flammable finish after it's dried on
23 metal?

24 A. We would need to evaluate if that finish
25 is combustible on metal.

1 Q. Which you haven't done?

2 A. No.

3 Q. You used the term "flammable finish"
4 several times throughout your report having counted
5 them all, but in terms of your phraseology in your
6 report of a flammable finish, what flammable finish
7 inside of Building number 1 are you talking about?

8 A. The application of flammable finishes as
9 defined and referenced in national recognized
10 standards as well as NFPA 33.

11 Q. I'm asking you inside of Building number
12 1 on March 19th, 2019, can you identify a flammable
13 finish that was in there?

14 A. May you rephrase the question?

15 Q. You have utilized throughout your report
16 reference to terminology "flammable finish" and
17 "flammable finishes." I'm asking you, what in your
18 opinion were the flammable finishes located or
19 utilized inside of Building number 1 on March 19th,
20 2019?

21 A. And so with that it's the application of
22 flammable finishes. And as defined by NFPA 33,
23 that includes water-based paints.

24 Q. In their liquid form or their dry form?

25 A. It is the application. So it would be

1 Sheboygan paint to see whether it's flammable while
2 it's being applied, while it's being sprayed. You
3 haven't done that?

4 A. We have not conducted testing on the
5 blue Sheboygan paint.

6 Q. So in your opinion, if I held up a flame
7 and a sprayer, the kind of airless sprayer that
8 Republic used inside of that room, Building number
9 1, on March 19th and I sprayed it at the flame,
10 you're telling me you think it would combust or
11 ignite or not?

12 MR. JONES: Objection to form.

13 THE WITNESS: I'm not going to speculate in
14 terms of that.

15 Q. BY MR. GARDNER: Because you don't know.
16 You don't know what would happen, do you?

17 MR. JONES: Objection to form.

18 THE WITNESS: Is that a question?

19 Q. BY MR. GARDNER: Yes.

20 A. I don't know.

21 Q. Setting aside the blue Sheboygan paint,
22 are you aware of the presence of any other
23 flammable finishes utilized inside of Building
24 number 1 on March 19th, 2019?

25 A. There was an index provided from

1 REPORTER'S CERTIFICATE

STATE OF IDAHO)

2) ss.

COUNTY OF ADA)

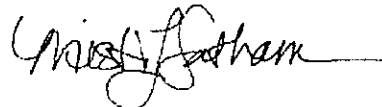
3
4 I, MISTI L. LATHAM, Certified Shorthand
5 Reporter and Notary Public in and for the State of
6 Idaho, do hereby certify:

7 That prior to being examined, the witness
8 named in the foregoing deposition was by me duly sworn
9 remotely to testify to the truth, the whole truth,
10 and nothing but the truth;.

11 That said deposition was taken down by me in
12 shorthand at the time and place therein named and
13 thereafter reduced to typewriting under my
14 direction, and that the foregoing transcript
15 contains a full, true and verbatim record of said
16 deposition.

17 I further certify that I have no interest in
18 the event of the action.

19 WITNESS my hand and seal this 17th day of
20 February, 2023.

21 

22 MISTI L. LATHAM
23 RPR and Notary
Public in and for the
State of Idaho.

24
25 My Commission Expires: 7-7-27

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF INDIANA,
LIMITED PARTNERSHIP,
Plaintiff,

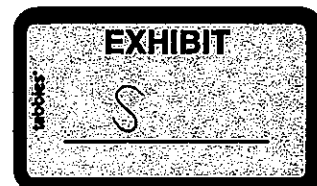
v.

Case No.

COE HEATING & AIR CONDITIONING, 1:21-cv-108-HAB-SLC
INC. and GAS-FIRED PRODUCTS,
INC. d/b/a SPACE-RAY,
Defendants.

VIDEOCONFERENCE DEPOSITION OF
DAVID ABRAHAM

DATE: Wednesday, March 29, 2023
TIME: 1:01 p.m.
LOCATION: Remote Proceeding
Sylvania, OH 43560
REPORTED BY: Suzannah Clemons, Notary Public
JOB NO.: 5777920



1 A Correct.

2 Q Okay. A property's value is also impacted
3 by the buildings and businesses that surround it.
4 Would you agree with that statement?

5 A Correct, yes.

6 Q Okay. I'm going to open what we marked as
7 Exhibit A -- or I'm sorry, Exhibit 1 for your
8 deposition. It's just a copy of your report, so if
9 you have that up, that'll be fine for you to use. I'm
10 going to share my screen, Suzannah, if that's okay.
11 It looks --

12 (Exhibit 1 was marked for
13 identification.)

14 THE REPORTER: Yup. It should be
15 enabled.

16 MR. JONES: Perfect.

17 BY MR. JONES:

18 Q Just one second.

19 A And when you reference page numbers, will
20 you be referencing the report page numbers or PDF page
21 numbers?

22 Q I'm glad you asked. I think the PDF page is
23 five pages ahead of what the page numbers are, so I'm
24 going to plan to just reference the page number
25 indicated on the actual page, as opposed to the PDF

1 process.

2 Q So you had started that months before you
3 were issued a MAI license in September?

4 A Yeah, I think we first talked about it;
5 right?

6 Q Understood. So you said earlier you worked,
7 you guessed, 70 to 80 -- you testified you spent 70 to
8 80 hours of work on this project, so would that have
9 probably been 70 to 80 hours between December 14th
10 until the time you issued the report at the end of
11 December?

12 A Yes.

13 Q Okay. I'm going to go up here. On page 1
14 of this is Exhibit 10, there's a list of -- it's kind
15 of a table of different items -- under Intended Use,
16 it says that "The report to be performed under this
17 agreement appraisal is intended only for use at legal
18 proceedings in the named case, which is above. The
19 report is not intended for any other use." Below
20 that, it says Purpose, and it says "Depreciated
21 insurable market value," and then in parentheses, it
22 says "Fair market value." Are depreciated insurable
23 market value and fair market value synonymous?

24 A In this case, we're using it synonymously.

25 Q Under Scope of Work on page 2, do you see

1 Q It's --

2 A I'm not sure. I -- I mean, I used a report
3 that had the square footage because the square footage
4 was different in different -- depending on what you
5 looked at, so I wanted to use the same square footage
6 that the other expert was using, and I remember
7 reviewing that report and using that square footage.

8 Q Does this table here -- I don't know exactly
9 what exhibits means, but we did receive response to
10 our subpoena on what was in your file. Is there
11 anything missing on this table about items of data
12 that you reviewed or relied on or considered? Is
13 there anything missing or is this a complete list?

14 A It's a complete list. There could be
15 information that was in the file that I didn't use or
16 didn't see if that's the question.

17 Q Okay. I want to take you to -- on my notes,
18 it's page 7 and I think what I mean is PDF page 7
19 here, so that would probably be page 2.

20 A Okay.

21 Q Okay. So this is executive summary on the
22 work you did; right?

23 A Yes.

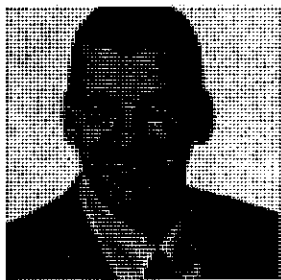
24 Q And there's two approaches, a sales
25 comparison approach, which you valued at 570,000 or

CERTIFICATE OF TRANSCRIBER

I, FELICIA HALL, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

A handwritten signature in black ink, appearing to read 'F Hall', is written over the printed name.

FELICIA HALL



David J. Abraham, MAI, SRA

MANAGING DIRECTOR | DETROIT Valuation & Advisory
Services



david.abraham@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor of Science in
Business Administration,
Siena Heights University,
Adrian, MI

STATE CERTIFICATION

Michigan
New York
Ohio

CONTACT DETAILS

MOB +1 734 674 9505
DIR +1 248 226 1872
FAX +1 248 226 1873

Colliers International
2 Corporate Dr., Suite 300
Southfield, MI 48076

www.colliers.com

BUSINESS EXPERIENCE

David Abraham serves as the Associate Managing Director of Colliers International's Southfield (Detroit), Michigan office, which provides valuation and advisory services throughout the state of Michigan. He represents clients on a national basis and has provided real estate appraisal and consulting services since 1983. Recently, Mr. Abraham has focused on both apartment and hospitality valuation and has completed the valuation of over 30 hotel properties as well as over 5,000 multi-family housing units in the past 18 months.

Mr. Abraham is a Designated member of the Appraisal Institute, holding the MAI and SRA designations. He is experienced in the valuation easements, takings and partial interests, and has served as an expert witness in a variety of valuation cases involving commercial, industrial and residential properties. Mr. Abraham is regularly retained for his expertise in performing hotel valuations, market studies, and feasibility analyses, or to serve in an expert witness capacity for hotel and multi-family properties as well as matters regarding litigation, condemnation or tax appeals.

PROFESSIONAL MEMBERSHIPS AND ACCREDITATIONS

Designated Member of the Appraisal
Institute, MAI and SRA designation

Certified General Appraiser – Michigan
#1201000512

Certified General Appraiser – Ohio
#ACGO.2014001729

APPRAISAL INSTITUTE COURSES

Appraisal Principals, Appraisal Institute
Course 110

Appraisal Procedures, Appraisal Institute
Course 120

Basic & Advanced Income Capitalization,
Appraisal Institute Courses 310 & 510

Highest & Best Use & Market Analysis,
Appraisal Institute Course 520

Advanced Sales Comparison & Cost
Approaches, Appraisal Institute Course 530

Report Writing and Valuation Analysis,
Appraisal Institute Course 540

Subdivision Valuation, Appraisal Institute

Advanced Spreadsheet Modeling for
Valuation Applications, Appraisal Institute

Practical Regression Using Microsoft Excel,
Appraisal Institute

The Appraiser as an Expert Witness:
Preparation & Testimony, Appraisal Institute

OTHER RELATED COURSES

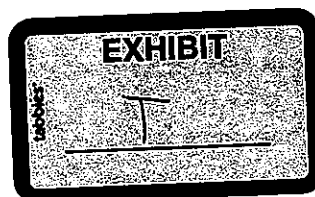
Trends in the Lodging Industry, Oct. 2012

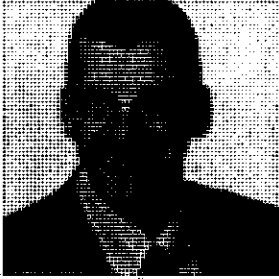
7-Hr National USPAP (Uniform Standards of
Professional Appraisal Practice), May 2013

Business Practices & Ethics, June 2013

Farm & Ranch Valuation, American Soc. of
Farm Managers & Rural Appraisers

Appraising Troubled Properties, AI





David J. Abraham, MAI, SRA

Managing Director
Valuation & Advisory Services

David.abraham@colliers.com

CONTACT DETAILS

MOB +1 734 674 9505
OFF +1 248 540 1000

Colliers International
2 Corporate Drive, St. 300
Southfield, MI 43560

www.colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

12/2006 – Peter N. Heydon to Washtenaw Land Trust – Stein Road, Scio Twp., MI

Donation of Development Rights for IRS Use – Value Accepted by IRS – No Challenge

07/2007 – City of Dearborn CSO-9 – 23830 Michigan Avenue, Dearborn, MI

Loss of Dev. Rights for Subsurface Easement – Accepted by Courts – No Challenge

06 to 10/2008 – City of Troy – 1250 Wattles Road and 13 other parcels, Troy, MI

Temporary & Permanent Easement for Road & Drainage Development – No Challenge

08/2010 – Willy's Overland Lofts to Detroit Historic Preservation Willis St., Detroit, MI

Donation of Development Rights for IRS Use – No Challenge

11/2010 – Confidential Owner to Michigan DNR – Former Nike Missile Silo Site

Loss of Value due to Proposed Development Rights Agreement – No Challenge

12/2011 – Eagle Development to Portage County Road Commission (Abeska Law)

Eagle Pointe, Eagle Lake Road, Edwardsburg, MI

Value Diminution based on Loss of Riparian Rights – No Challenge

EXPERT WITNESS TESTIMONY

Washtenaw County Circuit Court

Lenawee County Circuit Court

Michigan Tax Tribunal

Lenawee County Probate Court

Speaker – 1994 - Lenawee County Board of Realtors – Easements & Takings

Consulting Appraiser – Penobscot Building in Detroit CBD

Recent Testimony

United States Bankruptcy Court – Eastern District of Michigan, Southern Division

Case No. 17-52483 – Chapter 11

September 13, 2017

In re: Packard Square, LLC

Multifamily

Recent Expert Witness Case

State of Michigan Kalamazoo County Circuit Court

DBD Kazoo, LLC vs. Western Michigan, LLC et al.

Student Housing

Retained as Expert Witness in the following courts since 1985

Lenawee County Circuit Court - Michigan

Jackson County Circuit Court – Michigan

Washtenaw County Circuit Court – Michigan

Kalamazoo County Circuit Court – Michigan

Publications

5/30/2015 - LinkedIn & CIVAS Quarterly Magazine – The Case of the Overvalued Hotel

5/31/2015 - LinkedIn – Appraisal Expert Witnesses & Airline Pilots

9/21/2015 – LinkedIn - Maximizing Hotel Revenue – And Appraised Value

12/8/2016 – LinkedIn – State of the U.S. Market and 2017 Outlook

Colliers
INTERNATIONAL

INDUSTRIAL BUILDING

6231 MacBeth Road
Fort Wayne, Indiana 46809

APPRAISAL REPORT

Date of Report: December 30, 2022

Colliers File #: DTW221032



PREPARED FOR
Martin Gardner
Gardner & Rans, P.C.
117 Perspective Drive
Suite 2
Granger, IN 46530

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

LETTER OF TRANSMITTAL**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES****Colliers**
INTERNATIONAL2 Corporate Drive, Suite 300
Southfield, MI 48076 USA
MAIN +1 248 540 1000
FAX +1 248 226 1835
WEB www.colliers.com/valuationadvisory

December 30, 2022

Martin Gardner
Gardner & Rans, P.C.
117 Perspective Drive
Suite 2
Granger, IN 46530**RE: Industrial Building**
6231 MacBeth Road
Fort Wayne, Indiana 46809

Colliers File #: DTW221032

Mr. Gardner:

Pursuant with our engagement, the above captioned property was appraised utilizing best practice appraisal principles for this property type. This appraisal report satisfies the scope of work and requirements agreed upon by Gardner & Rans, P.C. and Colliers International Valuation & Advisory Services.

At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). My appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the Depreciated Insurable Value of the subject property's fee simple interest. The following table conveys the final opinion of the retrospective value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Retrospective Value	Fee Simple	March 20, 2019	\$550,000

The subject was an Industrial (Flex Space) property totaling 14,275 SF of NRA located on a 143.78-acre site at 6231 MacBeth Road in Fort Wayne, Indiana. The improvements were built between 1965 to 1975, and were considered to be in average condition and have a remaining economic life of 20 years based on my estimate, as of the retrospective date. In March 2019, the subject building was partially destroyed by a fire. The part of the building that was not destroyed was rendered unusable. The subject parcel has several other buildings, but we are only appraising the one building described herein.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is intended to conform to the scope of work agreed upon between the client and Colliers Valuation.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assignment specific-assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *USPAP* defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at my opinion of value are fully discussed below. I advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

We apply the extraordinary assumption that the subject was in the condition as stated as of the retrospective date.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were applied.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the scope of work. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services.

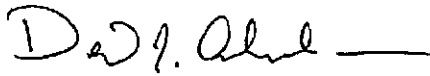
Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the case for which the Appraisal has been prepared, including employees of Client, other attorneys in the case, and the court for entry as evidence.

My opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signature below indicates my assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



David Abraham, MAI, SRA
Managing Director | Michigan
Certified General Real Estate Appraiser
State of Indiana License #TP22200820
+1 248 226 1872
david.abraham@colliers.com

LETTER OF TRANSMITTAL**INTRODUCTION**

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CERTIFICATION**ASSUMPTIONS & LIMITING CONDITIONS****ADDENDA**

Professional Service Agreement
Subject Data
Valuation Glossary
Qualifications of Appraiser
Qualifications of Colliers International Valuation & Advisory Services

GENERAL INFORMATION

Property Name	Industrial Building
Property Type	Industrial - Flex Space
Address	6231 MacBeth Road
City	Fort Wayne
State	Indiana
Zip Code	46809
County	Allen
Core Based Statistical Area (CBSA)	Fort Wayne, IN
Market	Fort Wayne
Submarket	Outlying Allen County
Latitude	41.029866
Longitude	-85.220463
Census Tract Number	0115.02

SITE INFORMATION

Land Area	Acres	Square Feet
Usable	143.78	6,263,057
Unusable	0.00	0
Excess	0.00	0
<u>Surplus</u>	<u>0.00</u>	<u>0</u>
Total	143.78	6,263,057
Current Zoning	General Industrial (I-2)	
Flood Zone	Zone A & Zone X (Unshaded)	
Seismic Zone	Low Risk	

IMPROVEMENT INFORMATION (PRIOR TO LOSS)

Net Rentable Area (NRA)	14,275 SF
Gross Building Area SF (GBA)	14,275 SF
Warehouse SF	10,375 SF
Office SF	3,900 SF
Total Number Of Buildings	4
Total Number Of Stories	1
Year Built	1965 to 1975
Quality	Average
Condition	Average
Type Of Construction	Steel and masonry with some wood components
Land To Building Ratio	438.7 : 1
Site Coverage Ratio	0.2%
Parking Type	Surface
Office Build Out %	27%
Clear Height (Feet)	16 Feet
Grade Doors	9

HIGHEST & BEST USE (PRIOR TO LOSS)

As Vacant	Development Of An Industrial Property As Market Conditions Warrant
As Improved	Continued Use As An Industrial Property

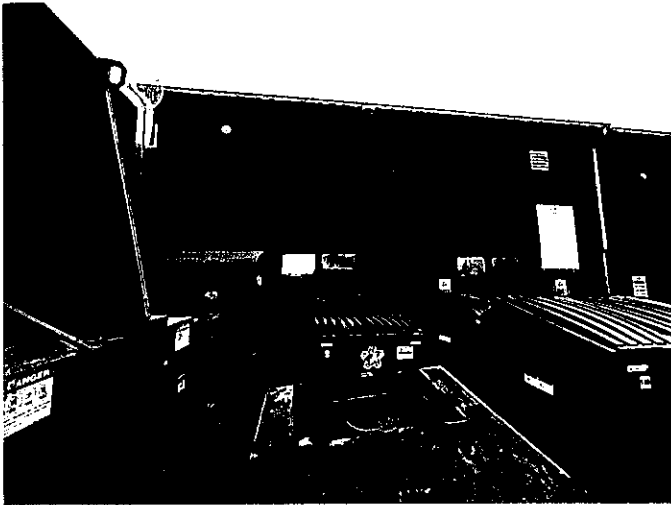
EXPOSURE TIME & MARKETING PERIOD

Exposure Time	12 Months or Less
Marketing Period	12 Months or Less

VALUATION SUMMARY

VALUATION INDICES		RETROSPECTIVE VALUE
INTEREST APPRAISED		FEE SIMPLE
DATE OF VALUE		MARCH 20, 2019
SALES COMPARISON APPROACH		
SALES CONCLUSION		\$570,000
Sales Conclusion \$/SF		\$40/SF
COST APPROACH		
COST CONCLUSION		\$530,000
Cost Conclusion \$/SF		\$37/SF
FINAL VALUE CONCLUSION		
FINAL VALUE		\$550,000
\$/SF		\$39/SF





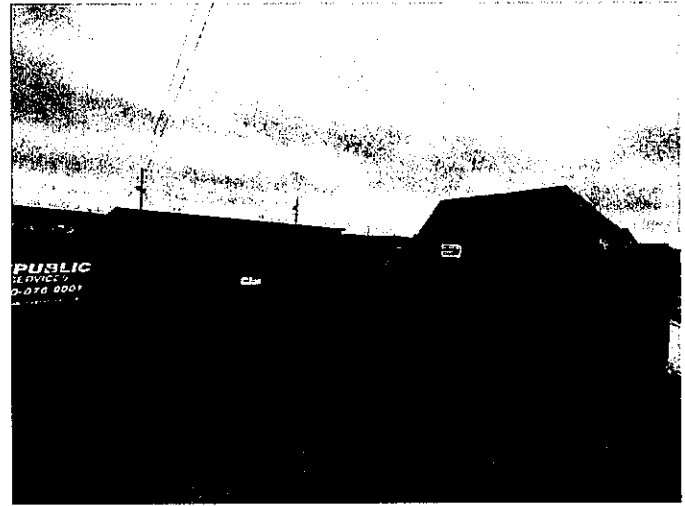
1 – BUILDING 3 EXTERIOR



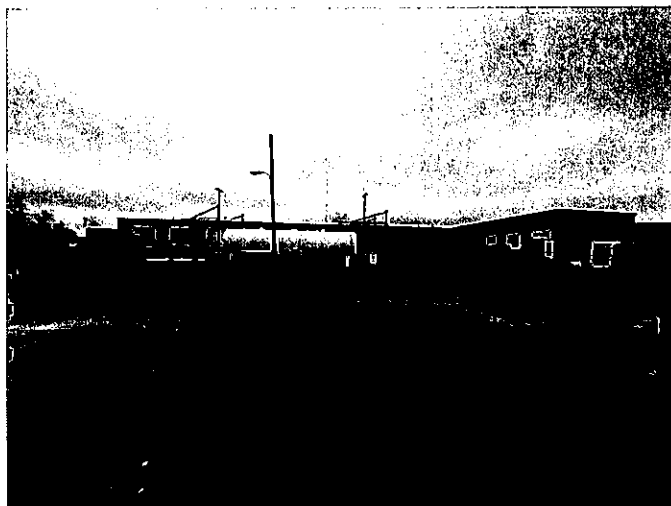
2 – BUILDING 4 EXTERIOR



3 – BUILDING 2 EXTERIOR



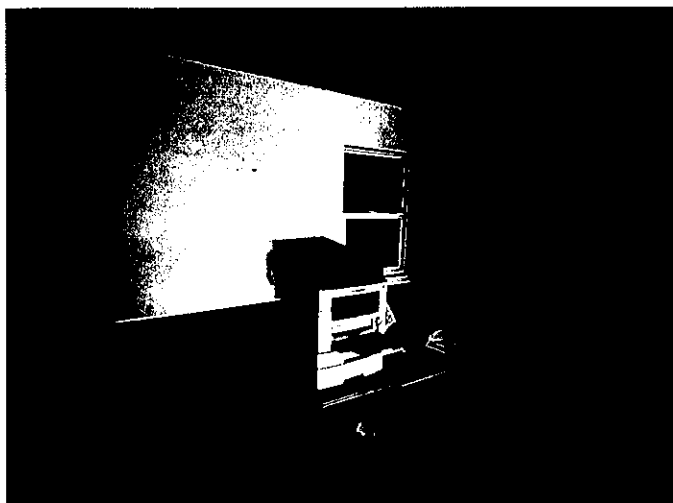
4 – CONCRETE FOUNDATION (FORMERLY BUILDING 1)



5 – VIEW OF SUBJECT SITE/EAST BUILDING



6 – BUILDING 4 EXTERIOR



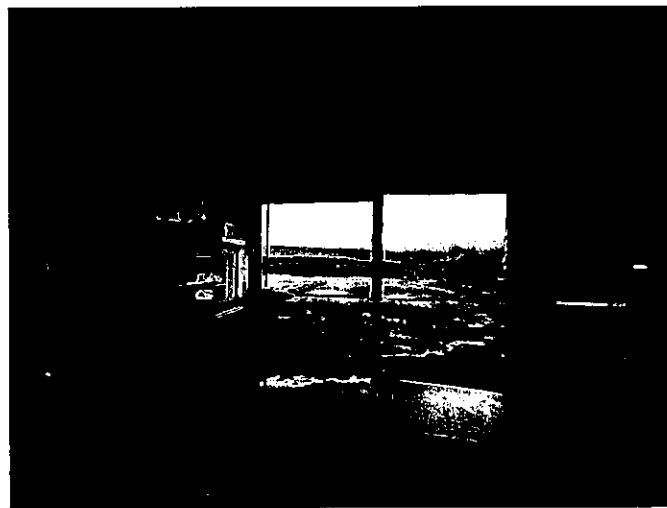
7 - SUBJECT INTERIOR



8 - SUBJECT INTERIOR



9 - SUBJECT INTERIOR



10 - SUBJECT INTERIOR



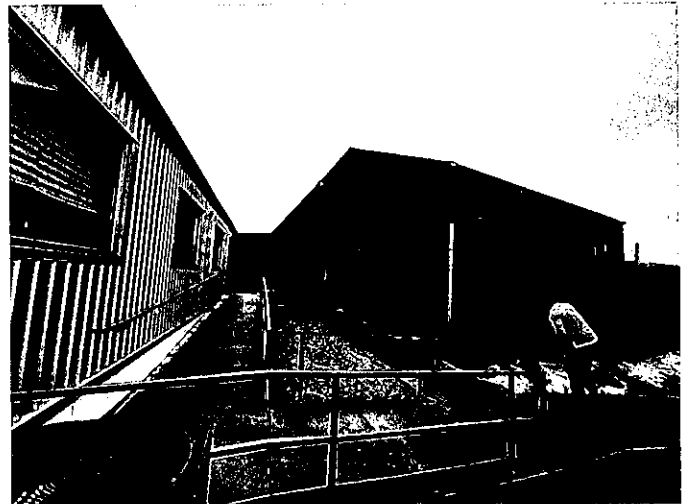
11 - BUILDING 3 EXTERIOR



12 - BUILDING 4 EXTERIOR



13 – OTHER BUILDINGS ON SITE (NOT SUBJECT)



14 - OTHER BUILDINGS ON SITE (NOT SUBJECT)



15 - OTHER BUILDINGS ON SITE (NOT SUBJECT)



16 – SUBJECT PARCEL PARKING



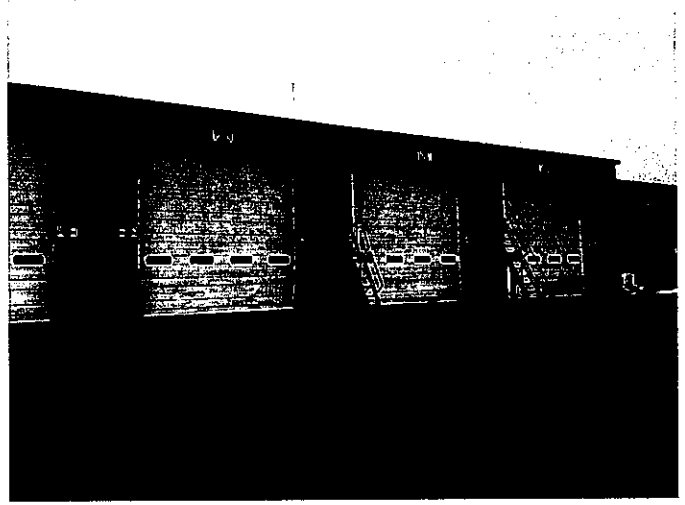
17 – PARCEL EAST OF SUBJECT



18 - PARCEL EAST OF SUBJECT



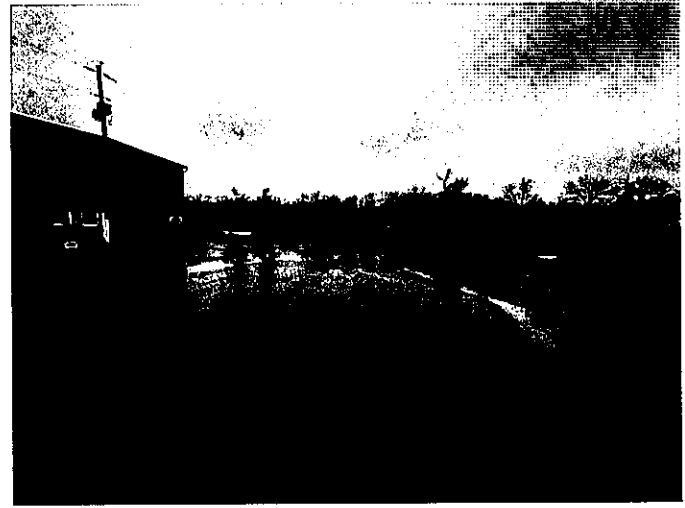
19 - OTHER BUILDINGS ON SITE (NOT SUBJECT)



20 - OTHER BUILDINGS ON SITE (NOT SUBJECT)



21 - OTHER BUILDINGS ON SITE (NOT SUBJECT)



22 - OTHER BUILDINGS ON SITE (NOT SUBJECT)



23 - SUBJECT PARCEL

DTW221032

PHOTOGRAPH INDEX



DTW221032

SUBJECT OVERVIEW AND NOTES

CONTINUED



This area remains and is seen in the photographs. The interior of this space was accessed and photographed. It was clearly damaged by the fire, but even before the fire, was believed to be in, at best, average condition, and the finishes were clearly dated to the late 1960's or early 1970's. It is not typical for overhead doors to be damaged indirectly by fire, and the doors and structure were in below average condition, showing that condition was likely subpar prior to the loss.

This area remains and is seen in the photographs. The interior of this space was not accessed and is not accessible. It is believed that this is where the condemned photo was taken

This area is completely scraped to the foundation. The concrete pad (former foundation slab) is now being used for bin storage.

PROPERTY IDENTIFICATION

The subject is an Industrial (Flex Space) property totaling 14,275 SF NRA located on a 143.78-acre site at 6231 MacBeth Road in Fort Wayne, Allen County, Indiana. The subject's depreciated insurable value is based on the subject improvements without land, so the site area and legal description are presented for reference only.

The assessor's parcel number is: 02-12-30-100-001.000-067.

The legal description of the subject property is as follows:

Parcel 02-12-30-100-001.000-067:

NW 1/4 EX PT N OF RAILROAD & EX E 214.9 FT FRL SEC 30

CLIENT IDENTIFICATION

The client of this specific assignment is Gardner & Rans, P.C.

PURPOSE

The purpose of this appraisal is to develop an opinion of the Depreciated Insurable Value of the subject property's fee simple interest.

INTENDED USE

The intended use of this appraisal is intended only for use in legal proceedings in named case. The report is not intended for any other use.

INTENDED USERS

Gardner & Rans, P.C., and the attorneys and courts in the case of Case of REPUBLIC SERVICES OF INDIANA, LP. V. COE HEATING & AIR CONDITIONING, INC. and GAS-FIRED PRODUCTS, INC. d/b/a SPACE-RAY are the intended users of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

ASSIGNMENT DATES

Date of Report	December 30, 2022
Date of Inspection	December 29, 2022
Valuation Date - Retrospective	March 20, 2019

PERSONAL INTANGIBLE PROPERTY

No personal property or intangible items are included in this valuation.

PROPERTY AND SALES HISTORY**Current Owner**

The subject title is currently recorded in the name of National Serv-All Inc as recorded in the Allen County Deed Records.

Three-Year Sales History

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property has not transferred during the past three years of the effective date of value stated in this report.

Subject Sale Status

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property is not under a current agreement of sale or option and is not currently offered for sale on the open market.

DEFINITIONS

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

Given the scope and intended use of this assignment, the following definition of value is applicable:

Depreciated Insurable Value

Depreciated Insurable Value is a depreciated insurable replacement cost estimate of the subject improvements, which represents the depreciated replacement cost new of the subject improvements, exclusive of land value, and the costs associated with excavation, site work, and architects fees. Insurance coverage is usually specific to a given project. I have not been provided with the specific policy requirements. The insurable estimate is made using base costs and multiplier adjustments for market conditions and location from *Marshall Valuation Service* and supported by actual construction costs. The sales comparison approach uses sales of similar buildings, with the land value extracted to arrive at a market value of the improvements.

In the case of the appraisal, the Depreciated Insurable Value is the Market Value (defined below) of the improvements that were destroyed or rendered valueless by the firer as of the date of loss. Note that only the depreciated value of the improvements are being concluded.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest as of the retrospective date.

¹ Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

VALUE SCENARIOS**Retrospective Value**

A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."³

² The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

³ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

INTRODUCTION

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- › The appraiser analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- › The appraiser confirmed and analyzed legal and physical features of the subject property including sizes of the improvements, zoning, and the construction materials and likely condition of the improvements on the date of the loss prior to the fire. This process also included estimating the remaining economic life of the improvements.
- › The appraiser completed an industrial market analysis that included market and sub-market overviews. The Fort Wayne market and Outlying Allen County sub-market overviews analyzed supply/demand conditions using vacancy, absorption, supply change and rent change statistics. Conclusions were drawn regarding the subject property's competitive position given its physical and locational characteristics, the prevailing economic conditions and external influences.
- › The appraiser conducted a Highest and Best Use analysis, determining the highest and best use of the subject property As-Vacant and As-Improved. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject property. Development of the Highest and Best Use As-Improved explored potential alternative treatments of the property including demolition, expansion, renovation, conversion, and continued use "as-is."
- › The appraiser confirmed and analyzed the subject property including tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- › Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. As a result, this appraisal developed the Sales Comparison and Cost approaches to value. The resulting value indicators were reconciled within the Analysis of Value Conclusions section. The appraisal develops an opinion of the Depreciated Insurable Value of the subject property's fee simple interest. The reasoning for including or excluding traditional approaches to value is developed within the Valuation Methodology section.
- › Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are fully described within this document.
- › I understand the Competency Rule of USPAP and the author of this report meets the standards.
- › No one provided significant real property appraisal assistance to appraiser signing this certification.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

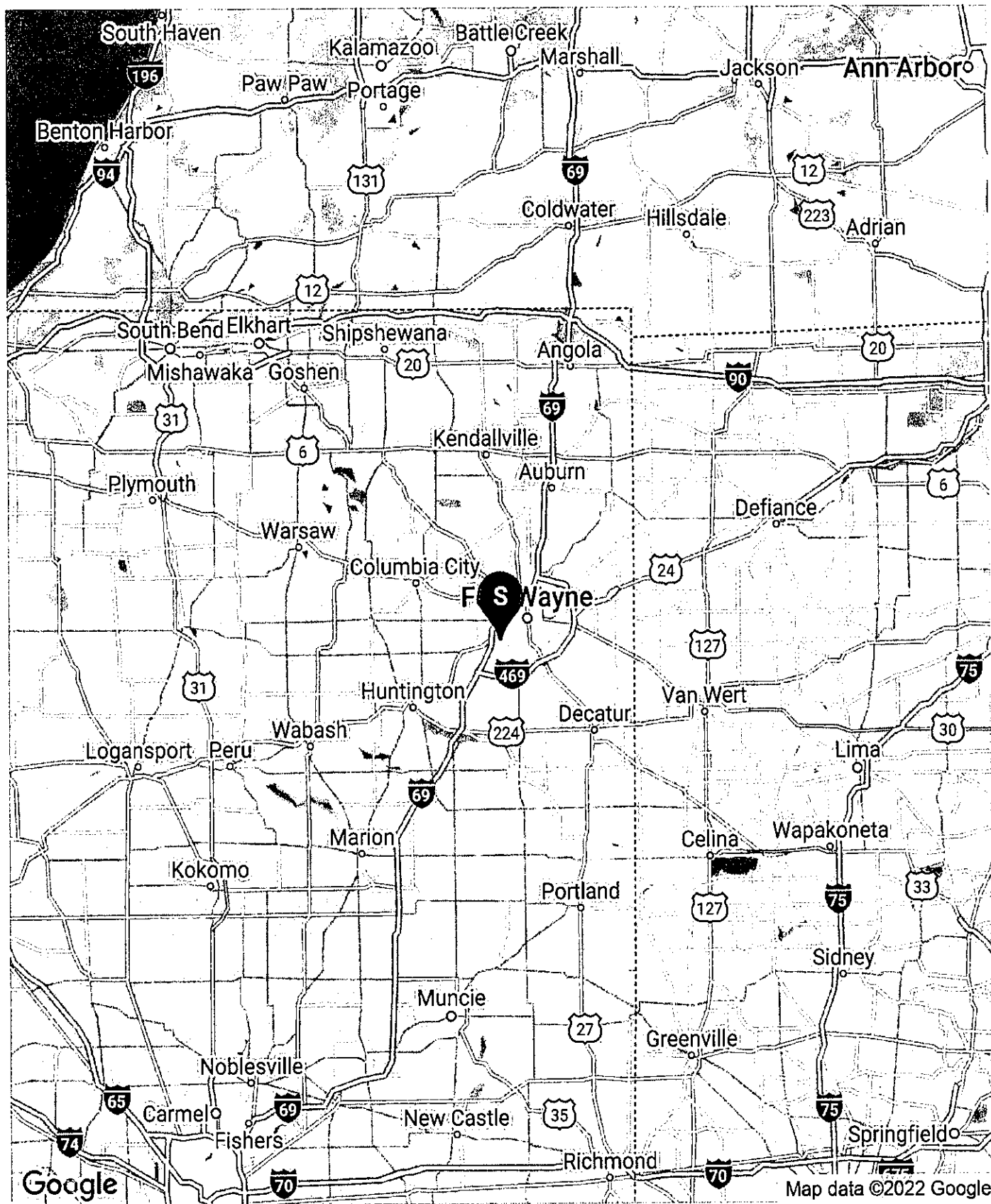
SOURCES OF INFORMATION	
ITEM	SOURCE
Tax Information	Allen County Tax Assessor
Zoning Information	City of Fort Wayne Zoning Code
Site Size Information	Allen County Tax Assessor
Building Size Information	Kenneth Ite Report dated 11/17/2022 WJE No. 2019.8247
New Construction	Costar
Flood Map	InterFlood
Demographics	Pitney Bowes/Gadberry Group - GroundView®
Comparable Information	See Comparable Datasheets for details
Legal Description	Allen County Property Records
Other Property Data	Exhibits, Ite Report, Appraiser's Site Visit & Public Records

SUBJECT PROPERTY INSPECTION

The following table illustrates the Colliers International professionals involved with this appraisal report and their status related to the property inspection.

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
David Abraham, MAI, SRA	Yes	Interior/Exterior	December 29, 2022

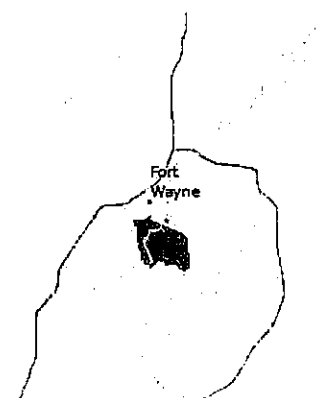
The appraiser only inspected those interior and exterior improvements that remained on the site, and the foundation pad where the destroyed improvements were located.



INTRODUCTION

The Fort Wayne, IN Metropolitan Statistical Area is comprised of two counties in northeastern Indiana: Allen and Whitley. The MSA is anchored by the city of Fort Wayne. The Fort Wayne metropolitan area is part of the northern Indiana region, with a population of 419,601 at the 2020 census, and is considered part of the Great Lakes Megalopolis.

The MSA's economy is focused on seven core industries, including advanced manufacturing, defense contracting, financial services, and transportation/distribution. Approximately 100 trucking corporations and over 30 companies provide support through two interstates, four U.S. highways, and seven state roads that cross the county. The transportation industry benefits from easy access to Interstates 75, 80, and 90. Fort Wayne International Airport is currently home to four notable carriers: United, Delta, American, and Allegiant Air. The Port of Indiana-Burns Harbor on Lake Michigan and the Port of Toledo on Lake Erie provide access to the Saint Lawrence Seaway. Both ports have an experienced workforce and the facilities needed to deal with bulk, break bulk, project cargo, and containers.



DEMOGRAPHIC ANALYSIS

The following is a demographic study of the region sourced by Pitney Bowes/Gadberry Group - GroundView®, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

Population

According to Pitney Bowes/Gadberry Group - GroundView®, a Geographic Information System (GIS) Company, the Fort Wayne metropolitan area had a 2021 total population of 419,155 and experienced an annual growth rate of 0.7%, which was higher than the Indiana annual growth rate of 0.4%. The metropolitan area accounted for 6.2% of the total Indiana population (6,781,380). Within the metropolitan area the population density was 421 people per square mile compared to the lower Indiana population density of 188 people per square mile and the lower United States population density of 92 people per square mile.

POPULATION			
YEAR	US	IN	CBSA
2010 Total Population	308,745,538	6,483,802	388,621
2021 Total Population	331,582,303	6,781,380	419,155
2026 Total Population	342,006,764	6,912,197	432,091
2010 - 2021 CAGR	0.65%	0.4%	0.7%
2021 - 2026 CAGR	0.62%	0.38%	0.6%

Source: Pitney Bowes/Gadberry Group - GroundView®

POPULATION DENSITY			
YEAR	US	IN	CBSA
2021 Per Square Mile	92	188	421
2026 Per Square Mile	95	191	434

Source: Pitney Bowes/Gadberry Group - GroundView®

The 2021 median age for the metropolitan area was 36.47, which was 5.86% younger than the United States median age of 38.61 for 2021. The median age in the metropolitan area is anticipated to grow by 0.49% annually, increasing the median age to 37.38 by 2026.

MEDIAN AGE			
YEAR	US	IN	CBSA
2021	38.61	38.01	36.47
2026	39.39	38.81	37.38
CAGR	0.40%	0.42%	0.49%

Source: Pitney Bowes/Gadberry Group - GroundView®

Education

The Fort Wayne, IN MSA is home to Indiana's fifth-largest public university, Indiana University-Purdue University Fort Wayne (IPFW), with an annual enrollment of approximately 12,000 students. IPFW is a coeducational public university cooperatively managed by two state university systems: Indiana University and Purdue University. The university offers approximately 200 graduate and undergraduate degree programs within nine colleges and schools, including a branch of the Indiana University School of Medicine. IPFW has an endowment of approximately \$48.6 million. Ivy Tech Community College of Indiana serves the region with the northeast campus in Fort Wayne. The college enrolls approximately 10,000 students annually.

Household Trends

The 2021 number of households in the metropolitan area was 162,210. The number of households in the metropolitan area is projected to grow by 0.7% annually, increasing the number of households to 167,744 by 2026. The 2021 average household size for the metropolitan area was 2.54, which was 1.01% smaller than the United States average household size of 2.57 for 2021. The average household size in the metropolitan area is anticipated to decrease by 0.05% annually, reducing the average household size by 2026.

NUMBER OF HOUSEHOLDS			
YEAR	US	IN	CBSA
2021	125,920,087	2,655,592	162,210
2026	130,248,641	2,729,019	167,744
CAGR	0.7%	0.5%	0.7%

Source: Pitney Bowes/Gadberry Group - GroundView®

AVERAGE HOUSEHOLD SIZE			
YEAR	US	IN	CBSA
2021	2.57	2.48	2.54
2026	2.56	2.46	2.54
CAGR	(0.04%)	(0.16%)	(0.05%)

Source: Pitney Bowes/Gadberry Group - GroundView®

The Fort Wayne metropolitan area had 29.19% renter occupied units, compared to the higher 30.15% in Indiana and the higher 35.17% in the United States.

HOUSING UNITS			
	US	IN	CBSA
Owner Occupied	64.83%	69.85%	70.81%
Renter Occupied	35.17%	30.15%	29.19%

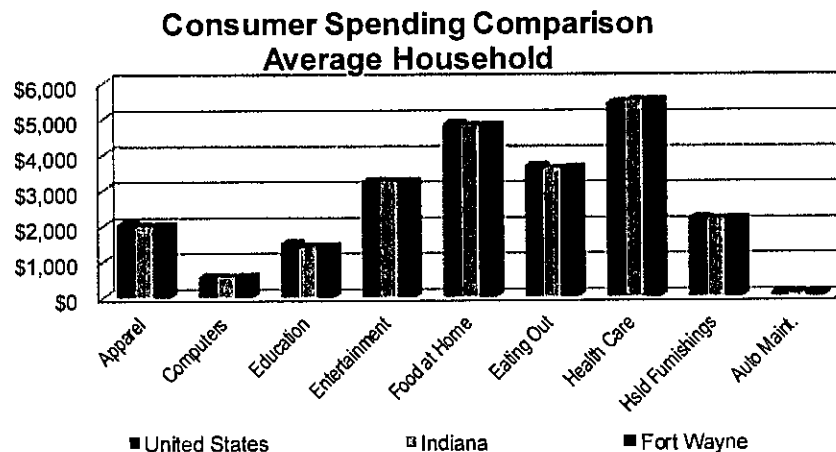
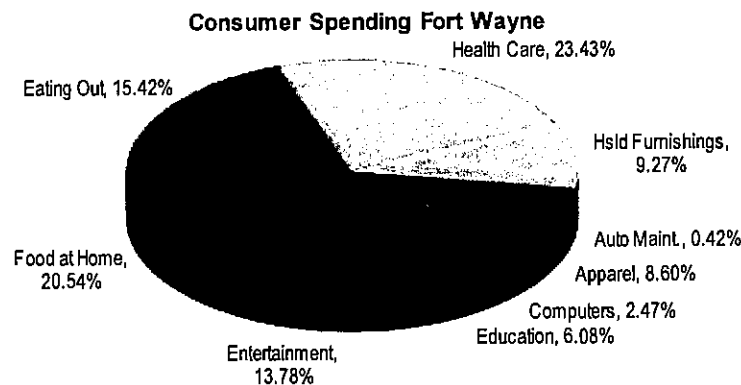
Source: Pitney Bowes/Gadberry Group - GroundView®

The 2021 median household income for the metropolitan area was \$58,541, which was 11.8% lower than the United States median household income of \$66,358. The median household income for the metropolitan area is projected to grow by 3.7% annually, increasing the median household income to \$70,351 by 2026.

As is often the case when the median household income levels are lower than the national average, the cost of living index is also lower. According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index, the Fort Wayne, IN MSA's cost of living is 87.5 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.

MEDIAN HOUSEHOLD INCOME			
YEAR	US	IN	CBSA
2021	\$66,358	\$59,041	\$58,541
2026	\$80,318	\$71,145	\$70,351
CAGR	3.9%	3.8%	3.7%

Source: Pitney Bowes/Gadberry Group - GroundView®



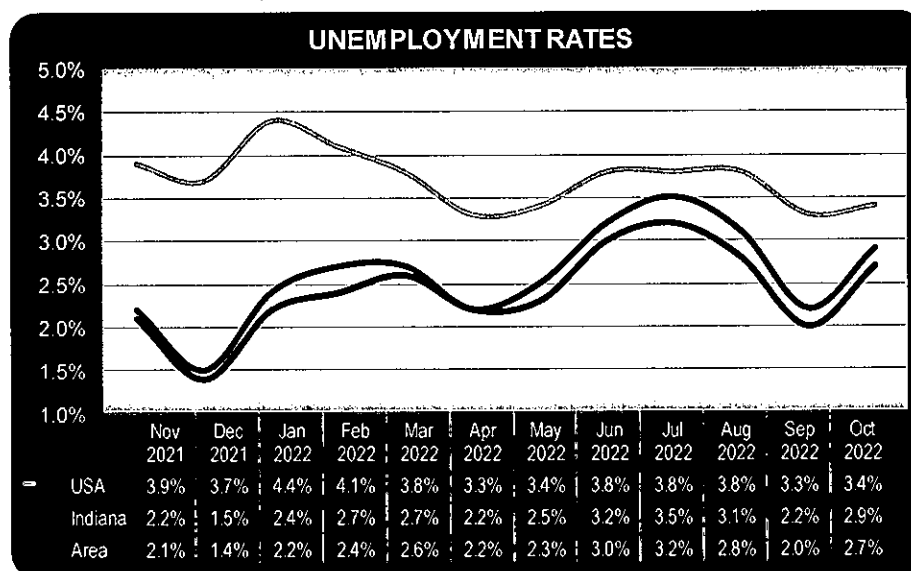
EMPLOYMENT

Total employment has increased annually over the past decade in the state of Indiana by 1.06% and increased annually by 1.1% in the area. From 2020 to 2021 unemployment decreased in Indiana by 3.6% and decreased by 4.0% in the area. In the state of Indiana and in the area unemployment has increased over the previous month by 0.7%.

EMPLOYMENT & UNEMPLOYMENT STATISTICS 2012 - 2021

TOTAL EMPLOYMENT					UNEMPLOYMENT RATE		
Year	Indiana		Fort Wayne, IN Metropolitan Statistical Area		United States*	Indiana	Fort Wayne, IN Metropolitan Statistical Area
	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2012	2,911,925	0.3%	187,941	(0.7%)	8.1%	8.2%	8.2%
2013	2,953,672	1.4%	190,025	1.1%	7.4%	7.5%	7.3%
2014	3,036,685	2.8%	194,804	2.5%	6.2%	5.9%	5.6%
2015	3,109,791	2.4%	199,672	2.5%	5.3%	4.8%	4.5%
2016	3,186,420	2.5%	203,699	2.0%	4.9%	4.4%	4.1%
2017	3,217,049	1.0%	205,689	1.0%	4.4%	3.5%	3.2%
2018	3,270,727	1.7%	210,287	2.2%	3.9%	3.4%	3.1%
2019	3,282,443	0.4%	213,199	1.4%	3.7%	3.3%	3.1%
2020	3,083,159	(6.1%)	200,273	(6.1%)	8.1%	7.2%	7.5%
2021	3,203,166	3.9%	207,616	3.7%	5.3%	3.6%	3.5%
CAGR	1.06%	-	1.1%	-	-	-	-

Source: U.S. Bureau of Labor Statistics *Unadjusted Non-Seasonal Rate



The preceding chart depicts unemployment trends in the region, Indiana, and the U.S. Overall levels of unemployment in the region experienced major fluctuations throughout the past three months. By the end of October 2022, unemployment in the region was 0.2% lower than Indiana's and 0.7% lower than the national average.

TOP EMPLOYERS	
EMPLOYER NAME	INDUSTRY
Parkview Birthing Center	Healthcare/Social Assistance
Parkview Health	Healthcare/Social Assistance
Lutheran Hospital	Healthcare/Social Assistance
Sweetwater Sound Inc.	Wholesale/Retail Trade
L3harris	Wholesale/Retail Trade
GE Power Conversion	Professional/Scientific/Technical Services
BF Goodrich Tire Manufacturing	Manufacturing
Post Masters	Professional/Scientific/Technical Services
Lincoln National Life Insurance Company	Finance/Insurance
Raytheon Company	Manufacturing

Source: <http://www.hoosierdata.in.gov/>

The preceding chart depicts the top employers in Allen County. Principal employers in the region are spread throughout the healthcare/social assistance sector. Parkview Birthing Center is one of the largest employers in the area. The center is at Parkview Women's & Children Hospital on the campus of Parkview Regional Medical Center. Parkview Health, and Lutheran Hospital are among the county's largest employers. The health system serves Northeast Indiana and comprises seven hospitals. Lutheran Hospital is a 396-bed medical facility in Fort Wayne that serves residents in northeastern Indiana, northwestern Ohio, and southern Michigan.

AIRPORT STATISTICS

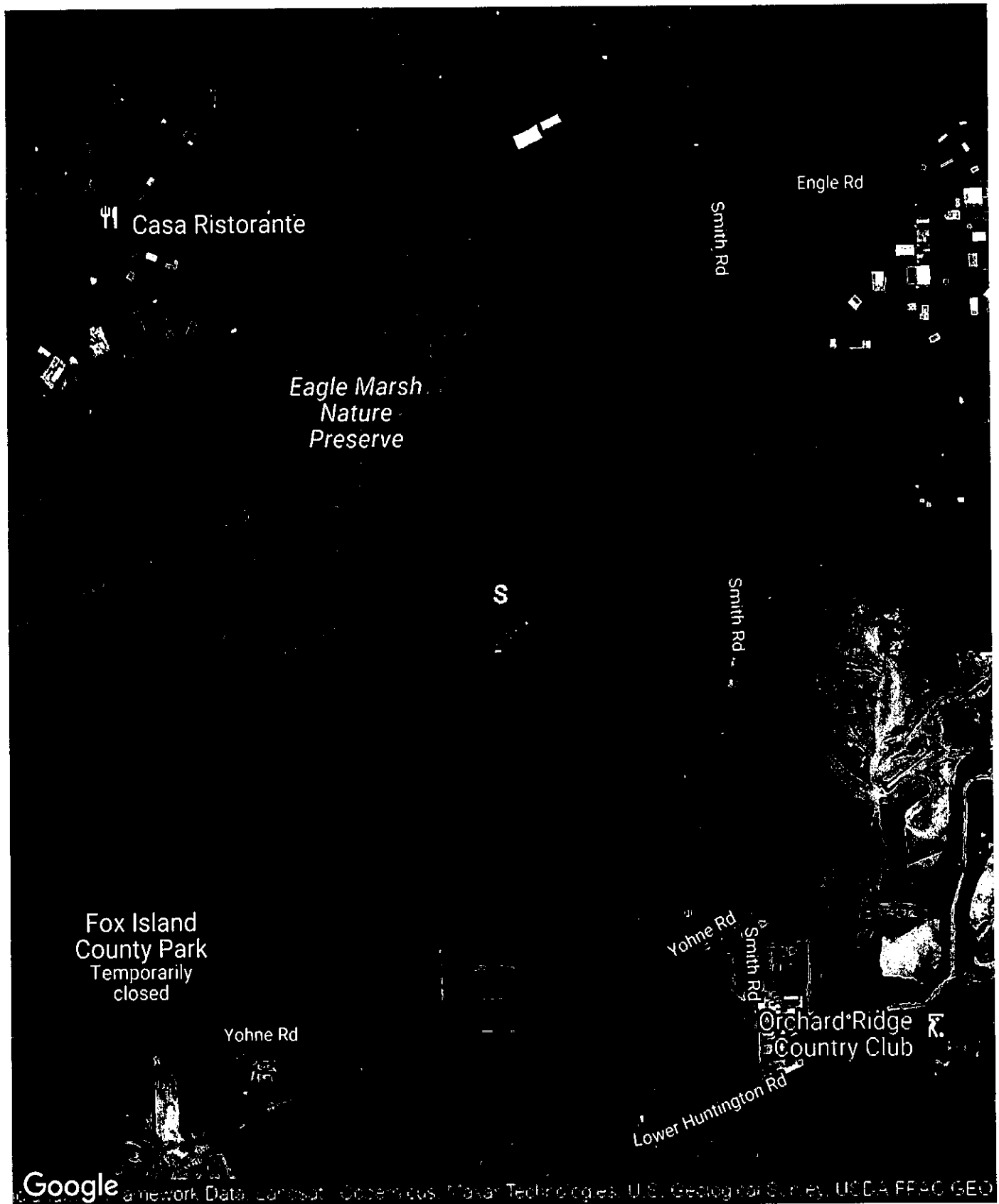
The following chart summarizes the local airport statistics.

FORT WAYNE INTERNATIONAL AIRPORT (FWA)		
YEAR	ENPLANED PASSENGERS	% CHG
2011	272,796	-
2012	280,732	2.9%
2013	294,968	5.1%
2014	323,252	9.6%
2015	353,872	9.5%
2016	360,369	1.8%
2017	359,658	(0.2%)
2018	372,030	3.4%
2019	402,400	8.2%
2020	213,125	(47.0%)
2021	335,804	57.6%

Source: U.S. Department of Transportation

SUMMARY

The Fort Wayne, IN MSA continues to be the economic center of Northeast Indiana. The regional economy has achieved significant diversification with industries including manufacturing, aerospace, defense, distribution, and logistics. Real estate in the Fort Wayne market should ultimately enjoy relative strength in terms of value stability and appreciation for the foreseeable future.



INTRODUCTION

In this section of the report, I provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

LOCAL AREA PROFILE

The subject property is in Fort Wayne, Indiana, the seat of Allen County. According to the 2020 census, the population was 263,886. The city is approximately 140 miles northeast of Indianapolis, 18 miles west of the Ohio border, and 50 miles south of the Michigan border. The city is served by Interstates 69 and 469, U.S. Routes 27 and 30, and State Routes 3, 14 and 930. Air transportation is provided by Fort Wayne International Airport, a commercial service airport approximately eight miles southwest of the city's downtown area.

Transportation Routes

Major traffic arteries are shown in the chart below:

MAJOR ROADWAYS & THOROUGHFARES			
HIGHWAY	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Interstate 469	north-south	Interstate Highway	This is within eight miles of the subject property.
State Route 14	east-west	Local Highway	This is within five miles of the subject property.
U.S. Route 24	east-west	Local Highway	This is within four miles of the subject property.
Interstate 69	north-south	Interstate Highway	This is within five miles of the subject property.
SURFACE STREETS	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Engle Road	east-west	Secondary Arterial	The subject property fronts this street.

Public transportation is not available near the subject property.

Economic Factors

Fort Wayne has a diversified economy supported by a group of industries, including manufacturing, education, tourism, logistics, and financial services. Manufacturing companies based in Fort Wayne includes the General Motors Fort Wayne assembly plant, which is one of the top employers in the city with approximately 3,000 employees. The headquarters of several insurance companies are in Fort Wayne, such as Lincoln Financial Group, which is one of the largest insurance companies in the country. Steel Dynamics is the only Fortune 500 Company headquartered in the city. The area is a center for the defense industry with companies such as BAE Systems, Harris Corporation, Raytheon Systems, and the Fort Wayne Air National Guard Station. The tourism industry in Fort Wayne benefits from the presence of several museums, hotels, festival parks, and meeting facilities. Parkview Health System and Lutheran Health Network are among the city's five top employers.

Community Services

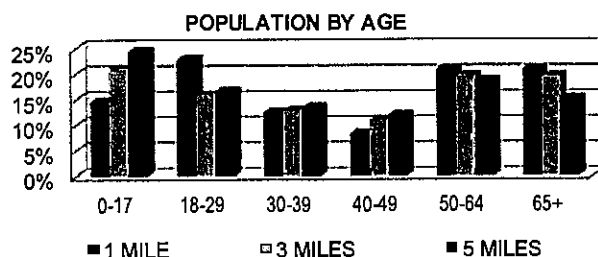
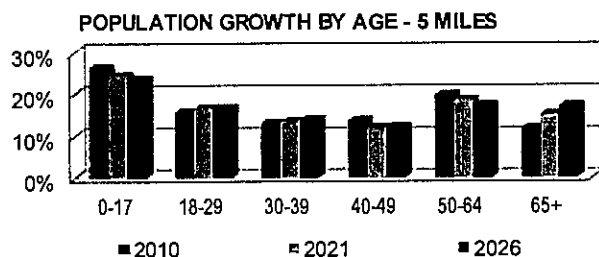
Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages).

DEMOGRAPHIC PROFILE

Below is a demographic study of the area, sourced by Pitney Bowes/Gadberry Group - GroundView®, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILES	5 MILES	DESCRIPTION	1 MILE	3 MILES	5 MILES
POPULATION				AVERAGE HOUSEHOLD INCOME			
2000 Population	48	23,924	92,840	2021	\$90,519	\$74,905	\$77,560
2010 Population	48	24,603	93,025	2026	\$103,414	\$88,698	\$92,186
2021 Population	49	25,043	97,121	Change 2021-2026	14.25%	18.41%	18.86%
2026 Population	49	25,108	98,791	MEDIAN HOUSEHOLD INCOME			
Change 2000-2010	0.00%	2.84%	0.20%	2021	\$78,124	\$53,639	\$54,178
Change 2010-2021	2.08%	1.79%	4.40%	2026	\$93,749	\$64,656	\$65,295
Change 2021-2026	0.00%	0.26%	1.72%	Change 2021-2026	20.00%	20.54%	20.52%
POPULATION 65+				PER CAPITA INCOME			
2010 Population	8	3,927	10,865	2021	\$38,296	\$34,162	\$31,708
2021 Population	10	4,879	14,589	2026	\$43,752	\$40,727	\$37,882
2026 Population	11	5,465	16,825	Change 2021-2026	14.25%	19.22%	19.47%
Change 2010-2021	25.00%	24.24%	34.28%	2021 HOUSEHOLDS BY INCOME			
Change 2021-2026	10.00%	12.01%	15.33%	<\$15,000	0.0%	8.4%	9.6%
NUMBER OF HOUSEHOLDS				\$15,000-\$24,999	13.6%	9.0%	9.3%
2000 Households	21	10,342	36,943	\$25,000-\$34,999	0.0%	13.0%	11.8%
2010 Households	21	11,084	37,440	\$35,000-\$49,999	18.2%	16.6%	15.7%
2021 Households	22	11,285	39,363	\$50,000-\$74,999	13.6%	18.1%	18.7%
2026 Households	22	11,391	40,260	\$75,000-\$99,999	18.2%	13.8%	12.8%
Change 2000-2010	0.00%	7.17%	1.35%	\$100,000-\$149,999	22.7%	13.0%	12.0%
Change 2010-2021	4.76%	1.81%	5.14%	\$150,000-\$199,999	4.5%	3.5%	4.4%
Change 2021-2026	0.00%	0.94%	2.28%	\$200,000 or greater	4.5%	4.6%	5.5%
HOUSING UNITS (2021)				MEDIAN HOME VALUE			
Owner Occupied	20	6,851	25,987	2021	\$112,500	\$130,592	\$127,652
Renter Occupied	1	4,427	13,354	AVERAGE HOME VALUE			
HOUSING UNITS BY YEAR BUILT				2021	\$130,372	\$147,456	\$159,920
Built 2010 or later	0	143	1,059	HOUSING UNITS BY UNITS IN STRUCTURE			
Built 2000 to 2009	2	810	3,318	1, detached	21	7,019	29,318
Built 1990 to 1999	3	1,628	5,945	1, attached	0	543	1,133
Built 1980 to 1989	0	1,654	4,074	2	0	256	1,369
Built 1970 to 1979	2	2,495	5,193	3 or 4	0	527	1,468
Built 1960 to 1969	3	1,506	4,220	5 to 9	0	1,235	2,287
Built 1950 to 1959	9	1,935	5,241	10 to 19	0	805	1,394
Built 1940 to 1949	1	512	2,925	20 to 49	0	311	782
Built 1939 or earlier	3	602	7,387	50 or more	0	513	1,178
				Mobile home	0	68	392
				Boat, RV, van, etc.	0	0	19

Source: Pitney Bowes/Gadberry Group - GroundView®

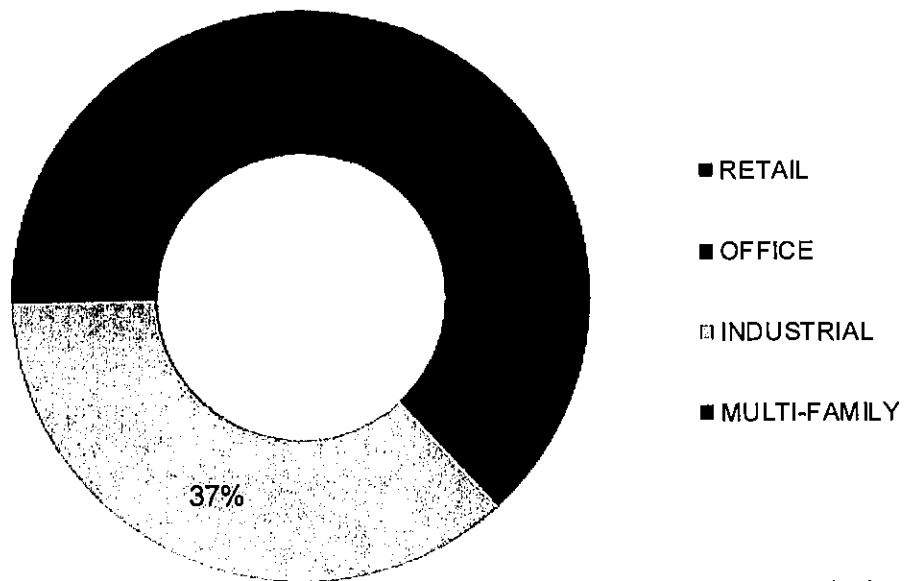


IMMEDIATE AREA PROFILE

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

Predominant Land Uses

Significant development in the immediate area consists of office and industrial uses along major arterials that are interspersed with multi-family complexes and single-family residential development removed from arterials. The local area has a mix of commercial uses nearby and the composition is shown in the following graph.

COMMERCIAL AREA COMPOSITION

Multi-Family Development

The following chart shows a summary of multi-family data by type in the immediate area from CoStar.

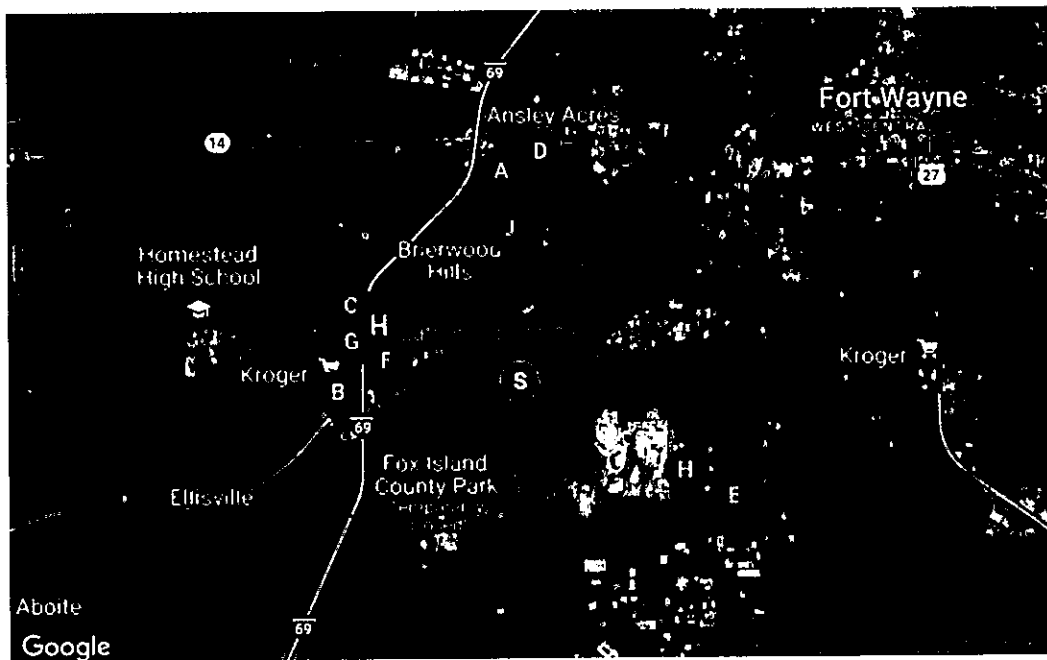
MULTI-FAMILY SUMMARY			
CLASS	PROPERTIES	NRA (SF)	AVG YR BLT
B	20	2,340,244	1982
C	21	871,533	1956
TOTAL	41	3,211,777	1969

Source: CoStar

The largest three multi-family properties are at 6530 Covington Road, 6101 Cornwallis Drive and 4499 Coventry Parkway with an NRA of 419,435 SF, 378,063 SF and 350,276 SF that were built in 1968, 2002 and 1987, respectively. The closest large multi-family property in proximity to the subject is at 8045 Oriole Avenue with an NRA of 204,000 SF that was built in 2016. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest multi-family properties in the immediate area from CoStar.

LARGEST MULTI-FAMILY PROPERTIES						
NAME	DISTANCE	MAP PIN	CLASS	NRA (SF)	STORIES	YEAR BUILT
Colony Bay Apartments	2.3 Miles	A	B	419,435	4	1968
Liberty Mills Apartments	2.0 Miles	B	B	378,063	3	2002
Willow s of Coventry Apartments	2.0 Miles	C	B	350,276	2	1987
Coventry Court West Apartments	2.5 Miles	D	C	231,384	2	1982
Bridgedale Terrace Apartments	2.7 Miles	E	B	228,659	1	1970
Canal Flats	1.5 Miles	F	B	204,000	3	2016
Multi-family Building	1.9 Miles	G	B	180,000	3	2020
Multi-family Building	2.0 Miles	H	C	139,745	2	1965
Poplar Ridge Apartments	2.6 Miles	I	C	123,135	1	1987
Southwest Seniors Community Apartments	1.7 Miles	J	B	116,841	1	2005

Source: CoStar



Retail Development

The following chart shows a summary of retail data by type in the immediate area from CoStar.

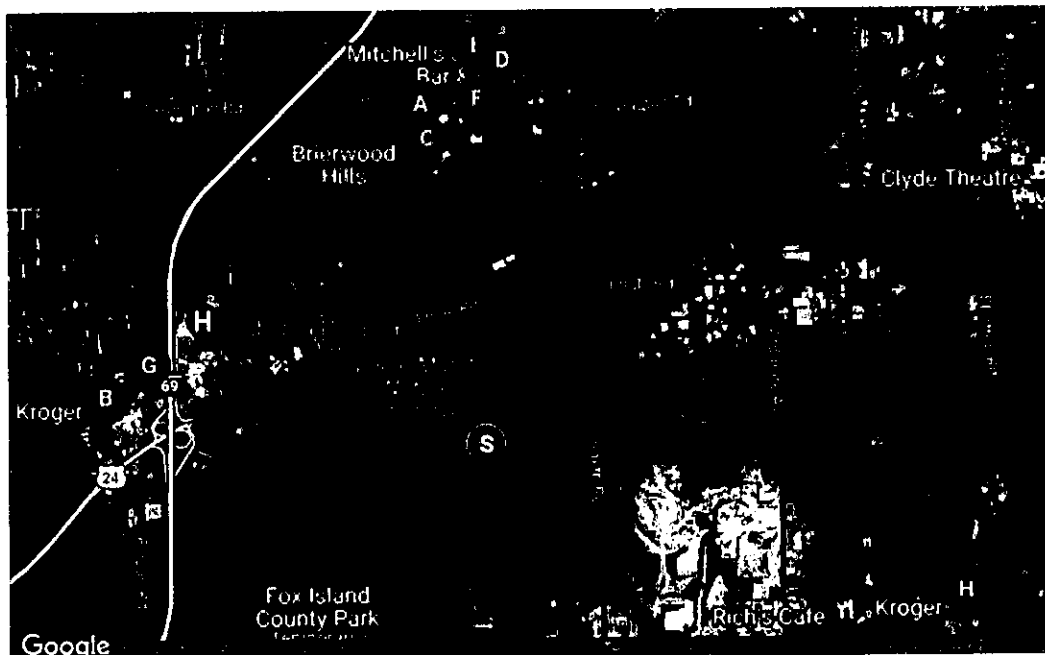
RETAIL SUMMARY					
TYPE	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
General Retail	120	732,771	1976	98.3	\$9.47
TOTAL	120	732,771	1976	98.3	\$9.47

Source: CoStar

The largest three retail properties are at 6306-6410 West Jefferson Boulevard, 5725 Coventry Lane and 6325-6447 Jefferson Boulevard with an NRA of 189,070 SF, 118,954 SF and 111,072 SF that were built in 1978, 2012 and 1989, respectively. The closest large retail property in proximity to the subject is the third property which is detailed above. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the nine largest retail properties in the immediate area from CoStar.

LARGEST SHOPPING CENTERS							
NAME	DISTANCE	MAP PIN	TYPE	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Covington Plaza	1.9 Miles	A	General Retail	189,070	96.1	1978	N/Av
Village at Coventry	2.1 Miles	B	General Retail	118,954	100.0	2012	N/Av
Village At Time Corners	1.7 Miles	C	General Retail	111,072	65.2	1989	N/Av
Time Corners	2.1 Miles	D	General Retail	79,761	85.7	1980	\$10.20
Village at Coventry	2.0 Miles	E	General Retail	76,081	88.5	1985	\$15.57
Jefferson Crossing	1.9 Miles	F	General Retail	59,979	98.5	1977	\$14.00
Village at Coventry	1.9 Miles	G	General Retail	42,277	100.0	1990	N/Av
Kroger	2.7 Miles	H	General Retail	38,818	100.0	-	N/Av
Canopy Corners	2.2 Miles	I	General Retail	38,700	96.1	1989	\$14.00

Source: CoStar



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Office Development

The following chart shows a summary of office data by class in the immediate area from CoStar.

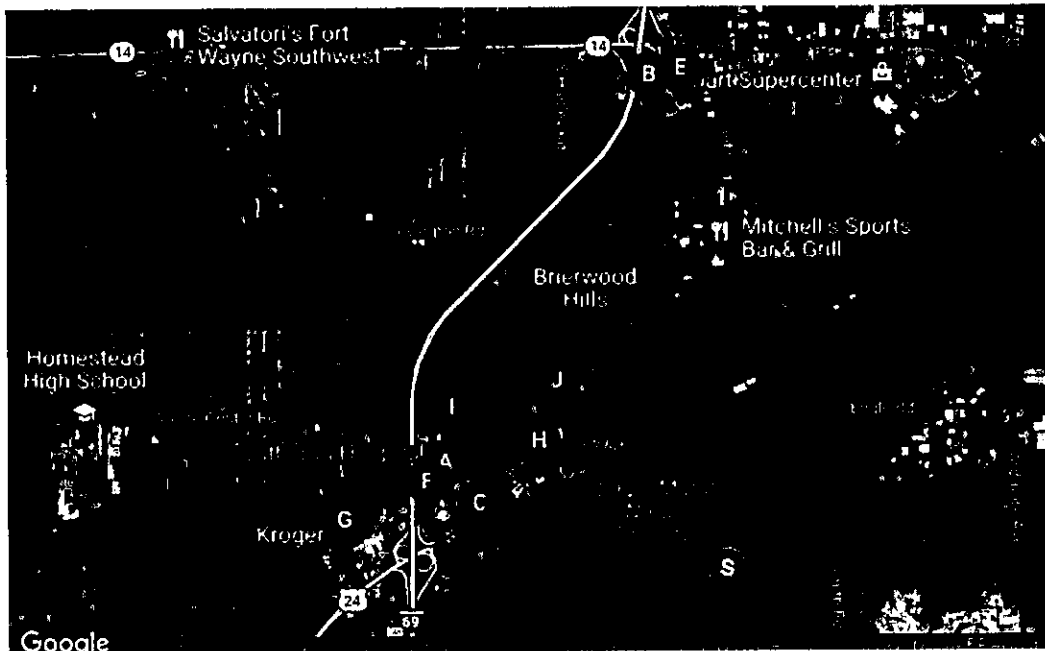
OFFICE SUMMARY					
CLASS	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
A	4	149,324	1998	98.6	\$16.75
B	100	3,431,900	1991	95.7	\$16.07
C	75	538,929	1977	98.9	\$15.90
TOTAL	179	4,120,153	1985	97.1	\$16.01

Source: CoStar

The largest three office properties are at 7900 West Jefferson Boulevard, 1700 Magnavox Way and 8001 West Jefferson Boulevard with an NRA of 1,279,568 SF, 355,012 SF and 240,652 SF that were built in 1991, 1969 and 1974, respectively. The closest large office property in proximity to the subject is at 7575 West Jefferson Boulevard with an NRA of 122,543 SF that was built in 1963. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest office properties in the immediate area from CoStar.

LARGEST OFFICE BUILDINGS							
NAME	DISTANCE	MAP PIN	CLASS	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Luthern Hospital	1.6 Miles	A	B	1,279,568	99.6	1991	\$16.63
Office Building	2.7 Miles	B	B	355,012	77.4	1969	\$16.50
Verizon North State Headquarters	1.4 Miles	C	B	240,652	100.0	1974	\$16.50
Office Building	1.2 Miles	D	B	122,543	100.0	1963	NAv
K&K Insurance	2.8 Miles	E	B	90,000	86.8	1986	\$16.50
Lutheran Medical Group	1.7 Miles	F	B	78,745	100.0	2004	NAv
Office Building	2.1 Miles	G	B	76,081	100.0	1988	NAv
Fort Wayne Orthopedics	1.2 Miles	H	B	64,038	100.0	1994	NAv
Office Building	1.7 Miles	I	B	59,192	100.0	1993	NAv
Jefferson Center	1.4 Miles	J	A	58,558	98.5	1996	\$17.00

Source: CoStar



Industrial Development

The following chart shows a summary of industrial data by type in the immediate area from CoStar.

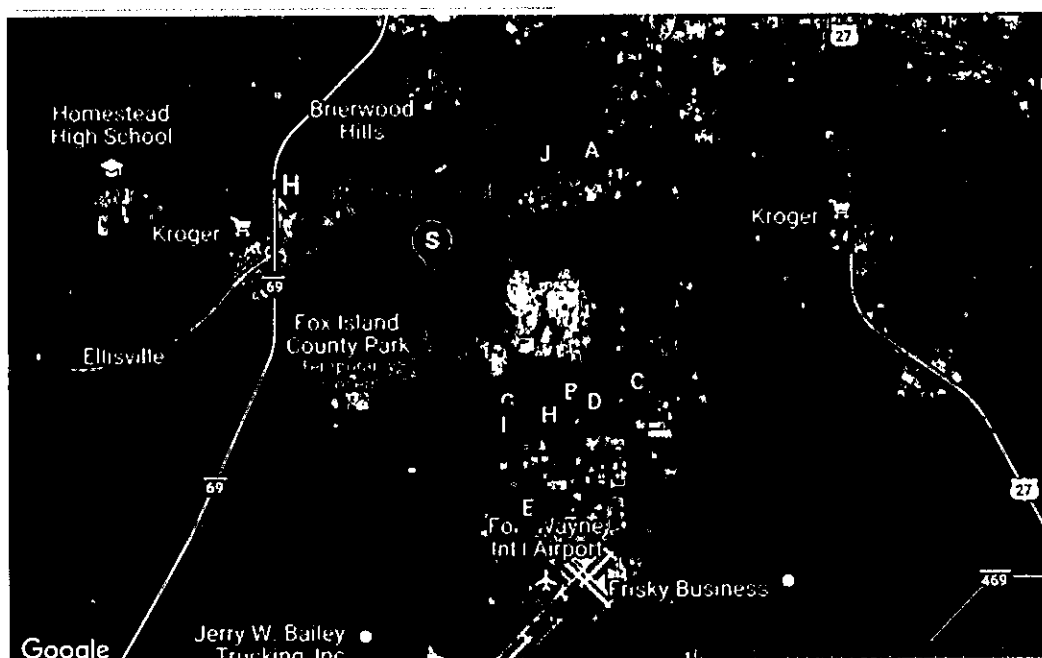
INDUSTRIAL SUMMARY					
TYPE	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
Industrial	89	4,251,378	1985	98.0	\$6.15
Flex	19	406,422	1981	100.0	-
TOTAL	108	4,657,800	1985	98.3	\$6.15

Source: CoStar

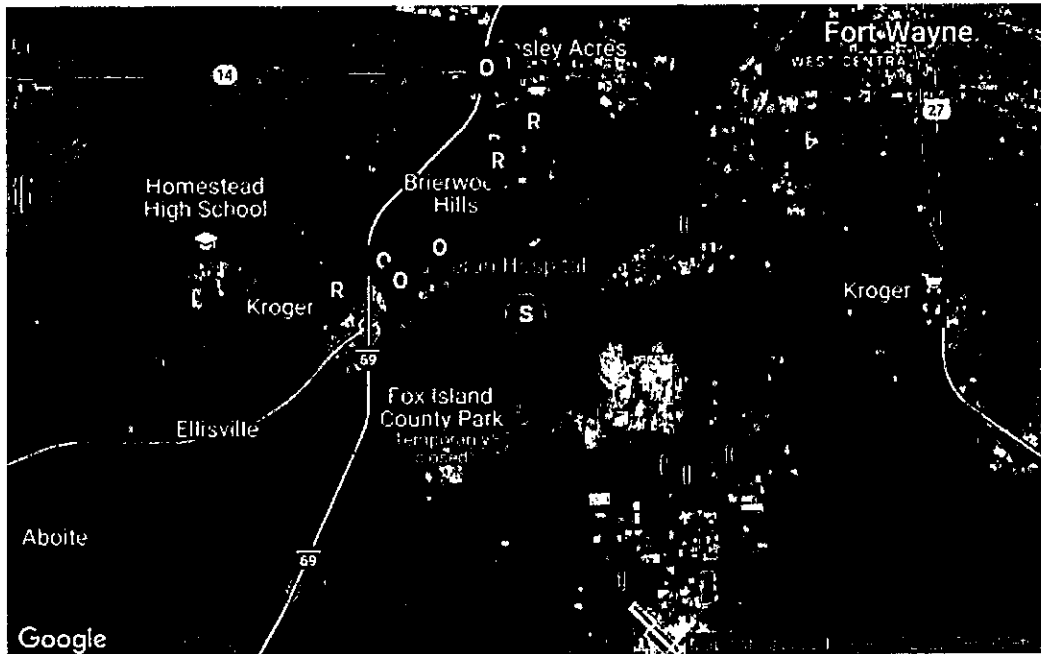
The largest three industrial properties are at 3511 Engle Road, 4250-4300 Airport Expressway and 3005 Commercial Road with an NRA of 414,038 SF, 333,750 SF and 271,380 SF that were built in 1977, 2015 and 1974, respectively. The closest large industrial property in proximity to the subject is at 4404 Engle Ridge Drive with an NRA of 129,500 SF that was built in 1977. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest industrial properties in the immediate area from CoStar.

LARGEST INDUSTRIAL PROPERTIES							
NAME	DISTANCE	MAP PIN	TYPE	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Industrial Building	2.0 Miles	A	Industrial	414,038	100.0	1977	NAv
BAE Facility	2.2 Miles	B	Industrial	333,750	100.0	2015	NAv
Industrial Building	2.7 Miles	C	Industrial	271,380	100.0	1974	NAv
Industrial Building	2.5 Miles	D	Industrial	155,384	100.0	1980	NAv
Airport Business Center	3.1 Miles	E	Industrial	153,944	100.0	1980	NAv
Industrial Spec Building	2.0 Miles	F	Industrial	150,000	100.0	2020	NAv
Industrial Building	2.0 Miles	G	Industrial	146,607	100.0	1988	NAv
Industrial Building	2.3 Miles	H	Industrial	137,500	100.0	2017	NAv
Industrial Building	2.2 Miles	I	Industrial	130,000	100.0	1991	NAv
Industrial Building	1.6 Miles	J	Industrial	129,500	100.0	1977	NAv

Source: CoStar



The following map shows the subject property and the five largest retail, office, and industrial properties in the immediate area from CoStar.



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SUBJECT PROPERTY ANALYSIS

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

Subject Property Analysis

The uses adjacent to the property are noted below:

- › **North** - Railroad, Vacant land, Parking lot
- › **South** - Vacant land, Landfill
- › **East** - Landfill
- › **West** - Fox Island County Park

Access

The subject site has frontage on two arterials. Based on my field work, the subject's access is rated average/good compared to other properties with which it competes.

Visibility

The subject is clearly visible in both directions along the street. The visibility of the property is not hampered by adjacent properties, trees or other obstructions. In comparison to competitive properties, the subject property has good visibility.

Subject Conclusion

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall typical external influence for the subject, which is concluded to have a good position in context of competing properties.

SUMMARY

Fort Wayne is home to nationally renowned corporations serving as the backbone for the city's economy and its continued growth. The presence of industries contributes to the city's economic stability. It is anticipated that the area will continue to be a part of a growing regional economy, thus resulting in stable to moderately increasing property values and rental rates.

General Description The subject site consists of 1 parcel. As noted below, the subject site has 6,263,057 SF (143.78 AC) of land area. The area is estimated based on the assessor's parcel map, and may change if a professional survey determines more precise measurements. Going forward, our valuation analyses will utilize the usable site area. The following discussion summarizes the subject site size and characteristics.

Assessor Parcel 02-12-30-100-001.000-067

Number Of Parcels 1

Land Area	Acres	Square Feet
Primary Parcel	143.78	6,263,057
Unusable Land	0.00	0
Excess Land	0.00	0
<u>Surplus Land</u>	<u>0.00</u>	<u>0</u>
Total Land Area	143.78	6,263,057

Shape Rectangular - See Plat Map For Exact Shape

Topography Level at street grade

Drainage Assumed Adequate

Utilities All available to the site

Street Improvements	Street	Direction	No. Lanes	Street Type	Curbs	Sidewalks	Streetslights	Center Lane	Gutters
Engle Road	Primary Street	two-way	four-lane	minor arterial					
MacBeth Road	Secondary Street	two-way	two-lane	minor arterial					

Frontage The subject has approximately 920 feet of frontage on MacBeth Road.

Accessibility **Average/Good** - The subject is located within four miles of U.S. Route 24. Access to the subject is offered through an easement from an adjacent property.

Exposure **Average/Good** - The subject has average exposure on a minor arterial.

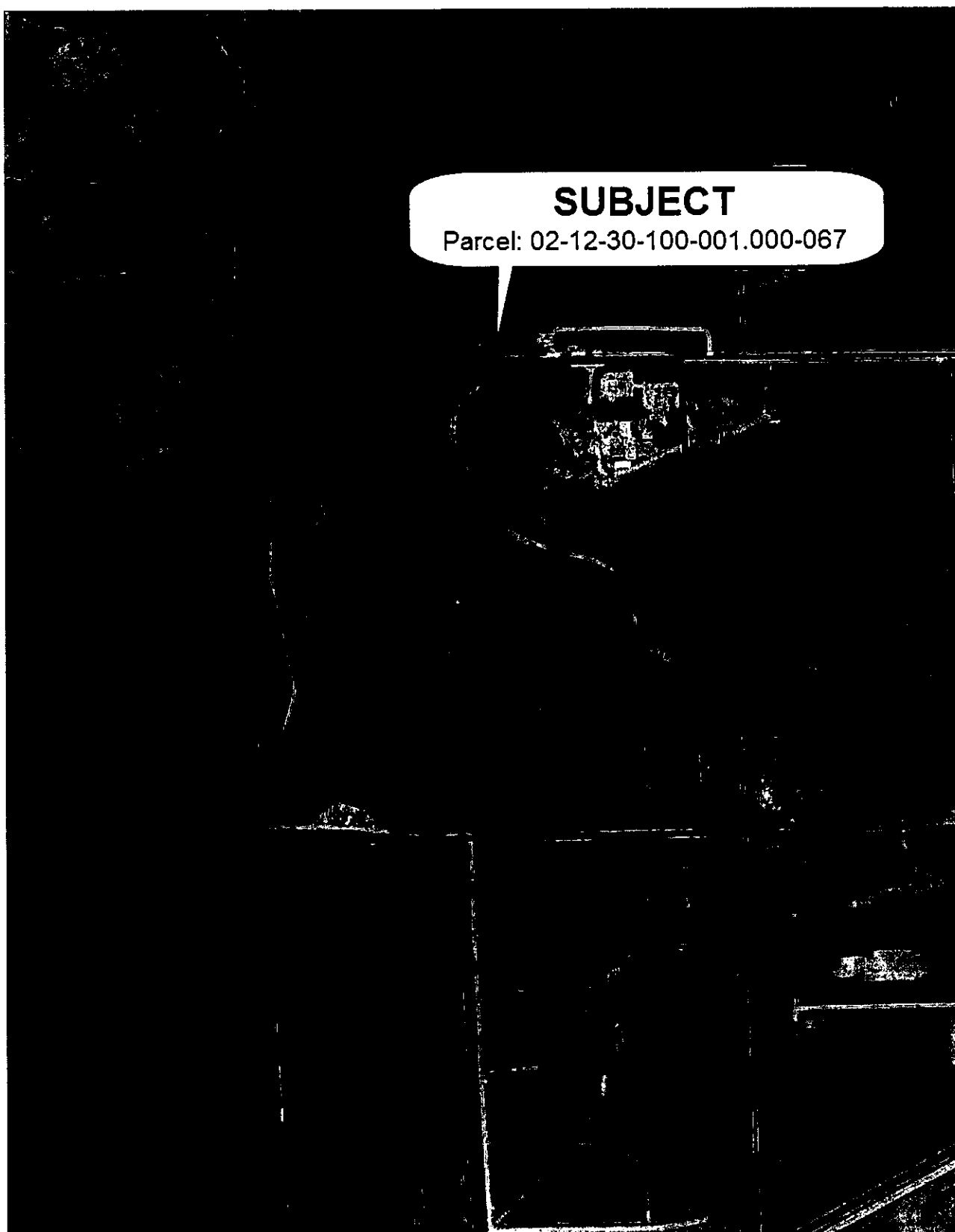
Seismic The subject is in a low risk zone.

Flood Zone Zone A. This is referenced by Community Number 180302, Panel Number 18003C0290G, dated August 03, 2009. Zone A is a High Risk Special Flood Hazard Area (SFHA). Special Flood Hazard Areas represent the area subject to inundation by 1-percent-annual chance flood. Structures located within the SFHA have a 26-percent chance of flooding during the life of a standard 30-year mortgage. Federal floodplain management regulations and mandatory flood insurance purchase requirements apply in these zones. Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Zone X (Unshaded). This is referenced by Community Number 180302, Panel Number 18003C0290G, dated August 03, 2009. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal

hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local stormwater drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25-percent of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1-percent and .2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Site Rating	Overall, the subject site is considered a good industrial site in terms of its location, exposure, and access to employment, education and shopping centers, recognizing its location along a minor arterial.
Easements	A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact on the subject improvements. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.
Soils	A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.
Hazardous Waste	We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

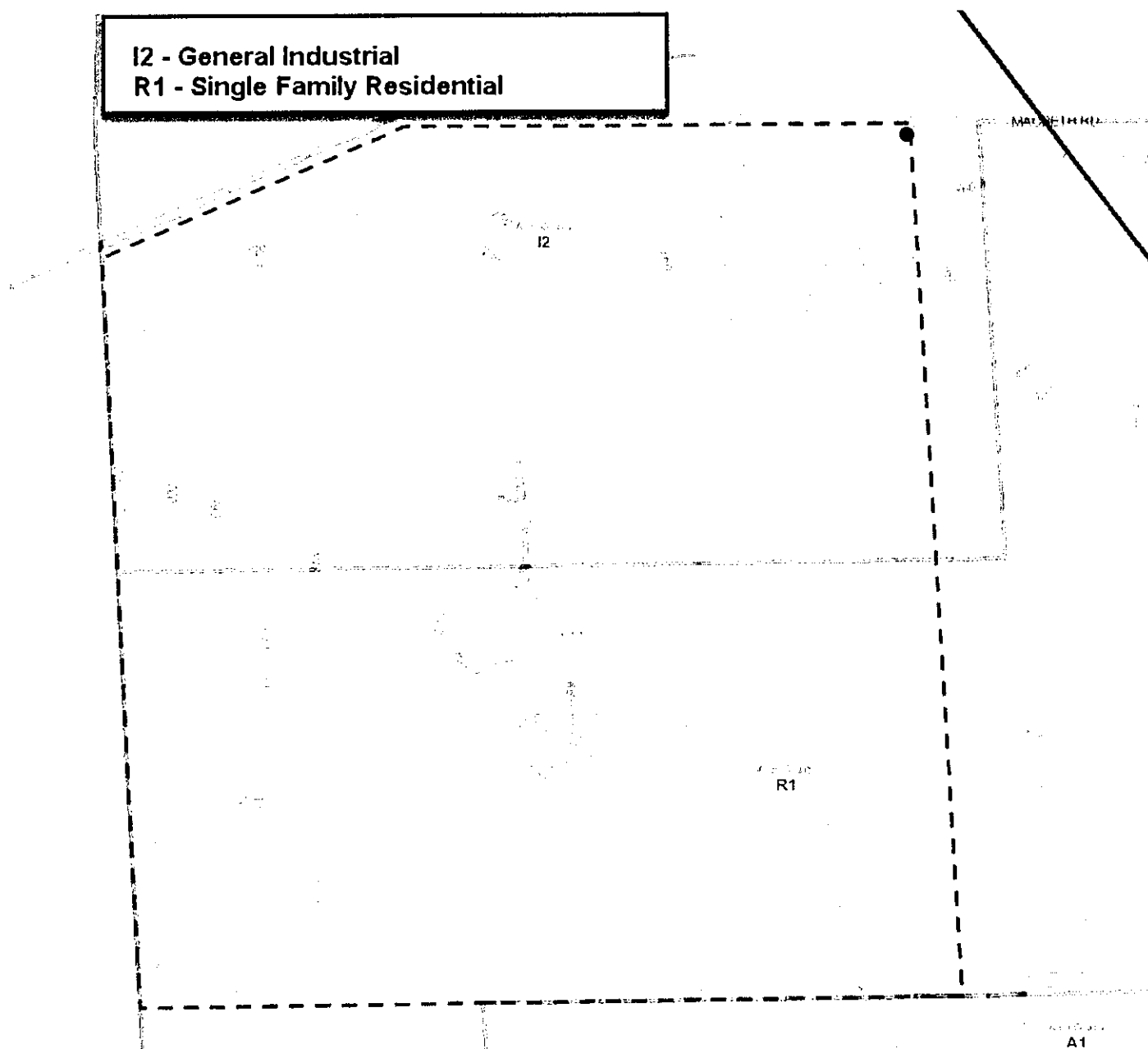
PARCEL MAP



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ZONING MAP

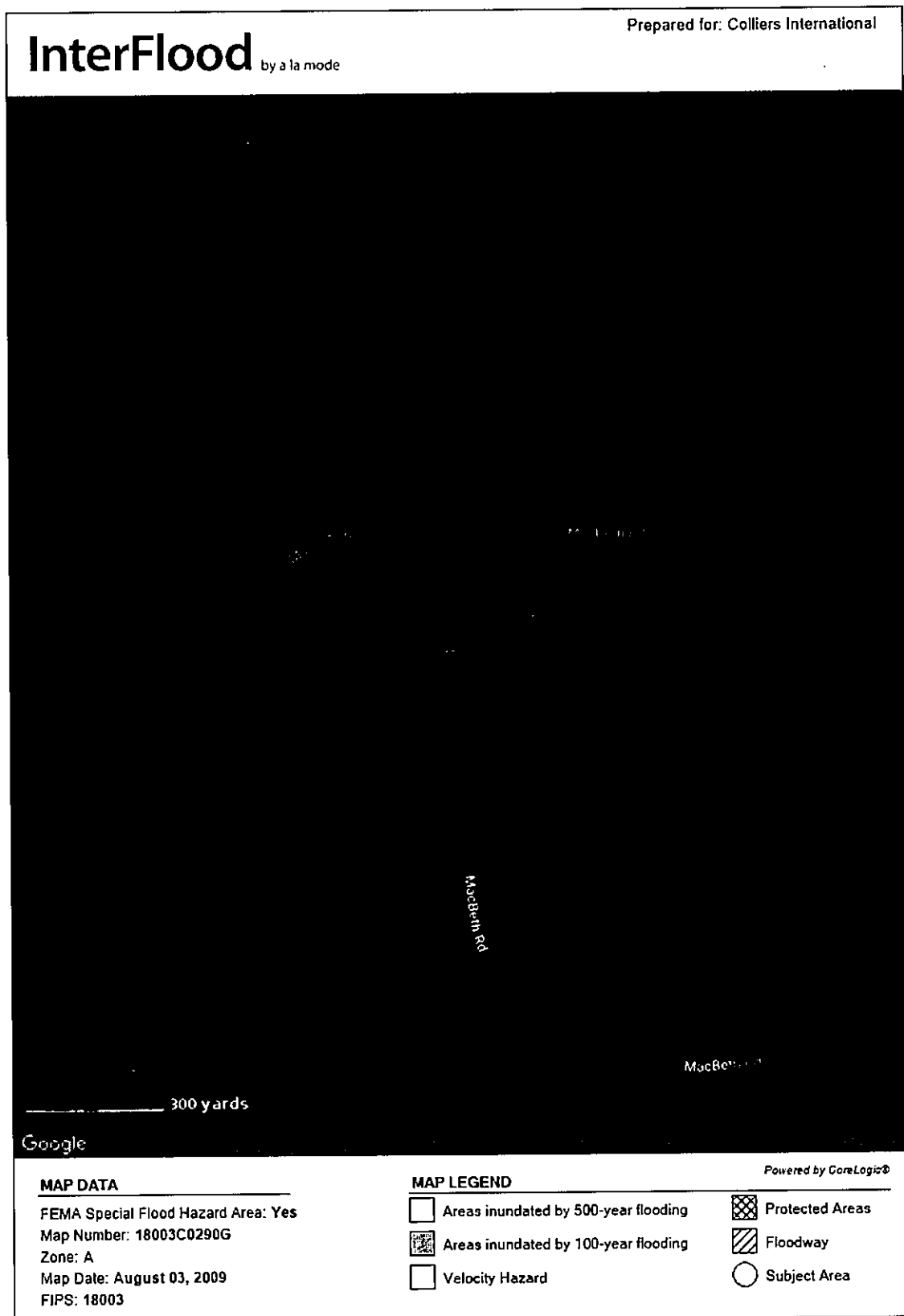


Please note that we have only analyzed the I-2 Zoning District as the subject building is not in the R-1 Zoning District portion of the parcel. The land included in the subject parcel that is zoned R-1 is being used as vacant land.

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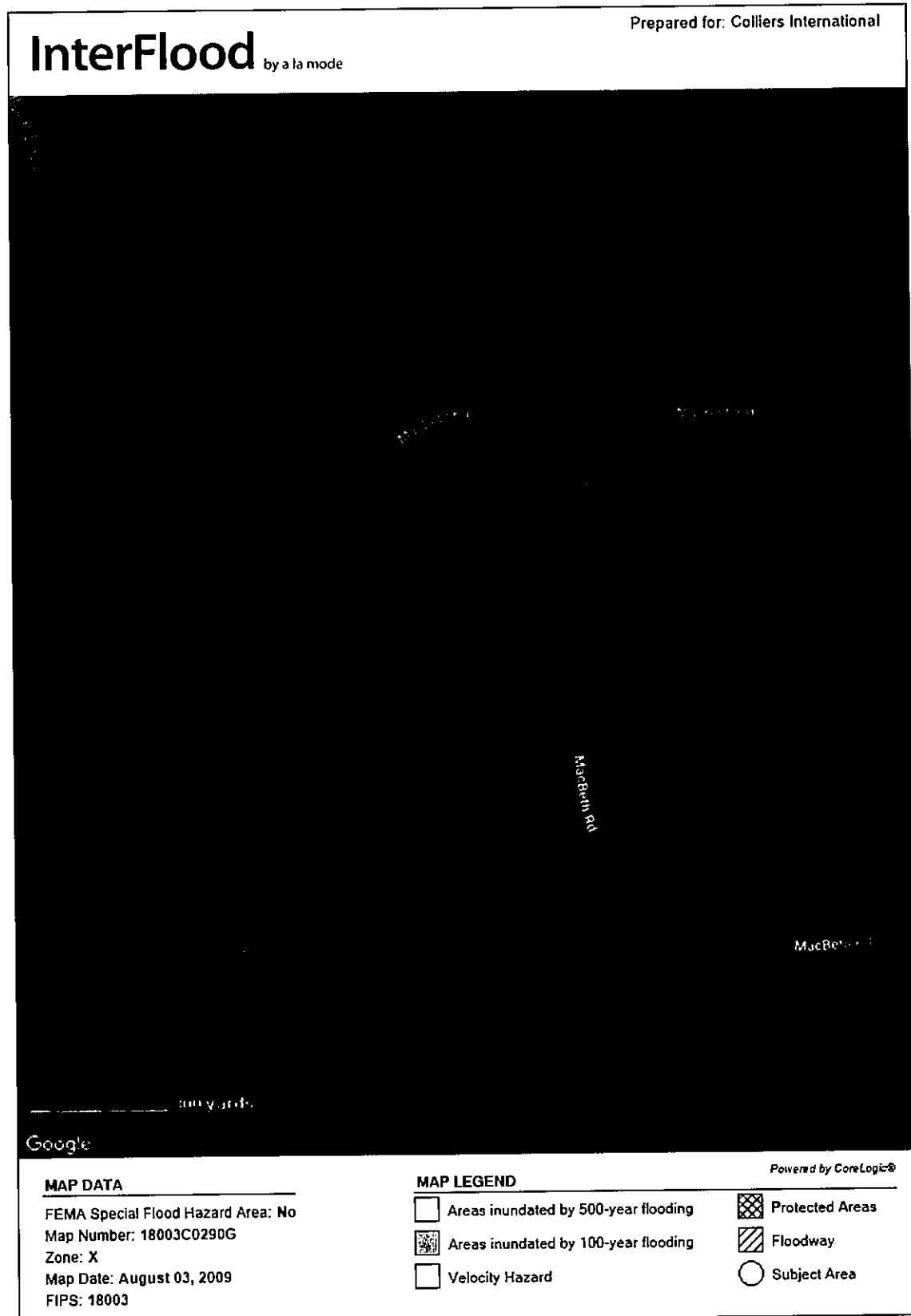
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FLOOD MAP



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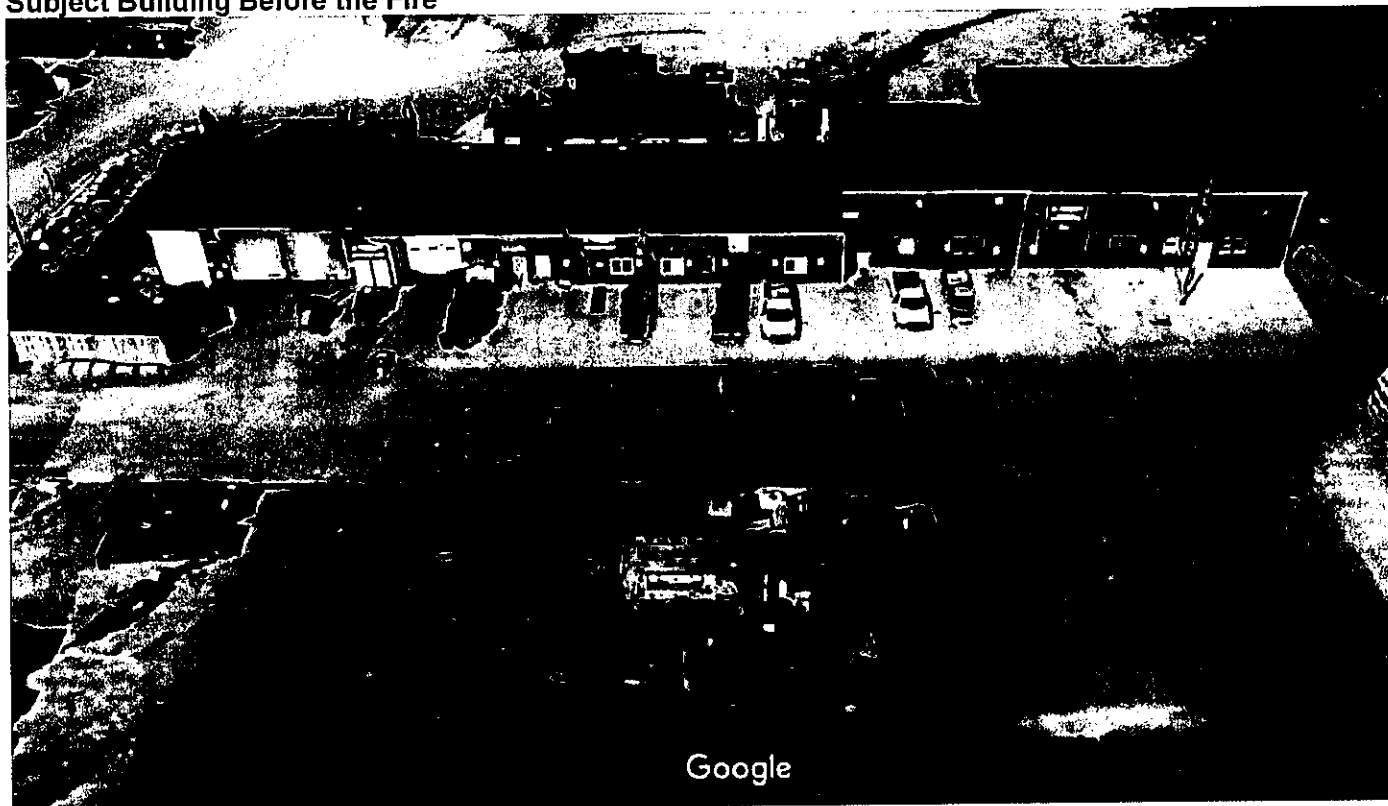


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AERIAL PHOTOGRAPHS

Subject Building Before the Fire



Subject Building After The Fire

This area remains and is seen in the photographs. The interior of this space was accessed and photographed. It was clearly damaged by the fire, but even before the fire, was believed to be in, at best, average condition, and the finishes were clearly dated to the late 1960's or early 1970's. It is not typical for overhead doors to be damaged indirectly by fire, and the doors and structure were in below average condition, showing that condition was likely subpar prior to the loss.

This area remains and is seen in the photographs. The interior of this space was not accessed and is not accessible. It is believed that this is where the condemned photo was taken

This area is completely scraped to the foundation. The concrete pad (former foundation slab) is now being used for bin storage.



INTRODUCTION

The information presented below is a basic description of the improvements before the loss, based on the available data and our inspection of the building that remained. This information is used in the valuation of the property. Reliance has been placed upon information provided by sources deemed dependable for this analysis. It is assumed that there were no hidden defects, and that all structural components were functional and operational, unless otherwise noted.

Property Type	Industrial - Flex Space
Design	Single-Tenant Owner-Occupied - 1 Tenant Space
Number of Buildings	4
Number of Stories	1
Net Rentable Area (NRA)	14,275 SF
Gross Building Area (GBA)	14,275 SF
Warehouse SF	10,375 SF
Office SF	3,900 SF
Office Build Out	27%
Clear Height	16 Feet
Dock High Doors	-
Grade Level Doors	9
Parking	Stone and asphalt
Year Built	1965 to 1975
Age/Life Analysis	
Actual Age	52 Years
Effective Age	30 Years
Economic Life	50 Years
Remaining Life	20 Years
Quality	Average
Condition	Average
Functional Design	Overall, the subject has a functional design.
Basic Construction	Steel and masonry with some wood components
Foundation	Poured concrete slab
Framing	Steel and masonry with some wood components
Exterior Walls	Wood and Steel
Roof	Asphalt or fiberglass shingles on a gabled roof
Insulation	Assumed to be standard and to code for both walls and ceilings
Heating	Forced air for the offices with suspended heaters for the shop areas
Air Conditioning	Plenum mounted AC for the office areas is assumed
Lighting	Fluorescent and Incandescent

Interior Walls	Drywall in the offices with exposed finishes in the shop
Electrical	Assumed adequate and to-code.
Ceilings	Suspended and drywall in the offices with exposed finishes in the shop areas
Windows	Standard windows; glass in wood, vinyl or aluminum frames
Doors	Steel pedestrian doors
Flooring	Concrete in the shop and commercial grade carpeting and solid surface flooring in the office areas.
Plumbing	Standard plumbing with at least one set of men's and women's restrooms and a plumbed break area (assumed based on use)
Fire Protection	None noted or assumed
Security	None
Elevators	None
Landscaping	Not applicable to the scope of work.
Build-out/TIs	The improvements have or will have typical industrial/office finishes that vary based on each tenant concept.
Signage	There is a monument style sign visible along MacBeth Road at the entrance to the subject.
Parking	The subject property has an asphalt paved parking lot that provides X surface level parking spaces.
Deferred Maintenance	Based on my interview with the property owner / manager / contact and the onsite inspection by the field appraiser, no observable deferred maintenance exists.
Hazardous Materials	This appraisal assumes that the improvements are constructed free of all hazardous waste and toxic materials, including (but not limited to) asbestos. Please refer to the Assumptions and Limiting Conditions section regarding this issue.
ADA Compliance	This analysis assumes that the subject complies with all ADA requirements. Please refer to the Assumptions and Limiting Conditions section regarding this issue.

INTRODUCTION

Assessment of real property is established by an assessor that is an appointed or elected official charged with determining the value of each property. The assessment is used to determine the necessary rate of taxation required to support the municipal budget. A property tax is a levy on the value of property that the owner is required to pay to the municipality in which it is situated. Multiple jurisdictions may tax the same property.

The subject property is located within Allen County. The assessed value and property tax for the current year are summarized in the following table.

ASSESSMENT & TAXES						
Tax Year	Projected 2022 payable 2023				Tax Rate	1.8765%
District	067				Taxes Current	Yes
Taxes SF Basis	Net Rentable Area					
APN	LAND	IMPV	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
02-12-30-100-001.000-067	\$424,300	\$441,100	\$865,400	\$0	\$865,400	\$16,239
Totals	\$424,300	\$441,100	\$865,400	\$0	\$865,400	\$16,239
Total/SF	\$29.72	\$30.90	\$60.62	\$0.00	\$60.62	\$1.14
Tax Credits						
Local Property Tax Credits						(\$835)
Total Tax Credits						(\$835)
Additional Tax Charges						
Junk Unit Drain						\$67.0
Total Additional Tax Charges						\$67
Total Additional Tax Charges Per SF						\$0.00
Total Base Tax, Tax Credits & Additional Tax Charges						\$15,472
Total Base Tax, Tax Credits & Additional Tax Charges Per SF						\$1.08

Source: Allen County Assessment & Taxation

SUBJECT PROPERTY ANALYSIS

The total taxable value for the subject property is \$865,400 or \$60.62/SF. There are no exemptions in place. Total projected taxes for the property are \$15,472 or \$1.08/SF.

As part of the scope of work, we researched assessment and tax information related to the subject property. The following are key factors related to local assessment and taxation policy. Real property in Allen County is assessed at 100% of market value. Real property is reassessed every four years. The next scheduled reassessment date is January 1, 2025. In addition to scheduled reassessments, properties in Allen County are reassessed upon conversion, renovation or demolition. Please note that the current taxes due on the property are zero, and we have included the tax bill in the addendum. Property taxes do not affect the subject's insurable value.

According to the staff representative at the Allen County treasurer's office, real estate taxes for the subject property are current as of the date of this report.

INTRODUCTION

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

General Industrial (I-2)

ZONING SUMMARY	
Municipality Governing Zoning	Allen County Planning & Zoning Department
Current Zoning	General Industrial (I-2)
Permitted Uses	A wide variety of industrial uses
Current Use	Industrial Use
Is Current Use Legally Permitted?	Yes
Zoning Change	Not Likely
ZONING REQUIREMENTS	
Conforming Use	The existing improvements appear to represent a conforming use within this zone
Minimum Yard Setbacks	
Front (Feet)	25
Rear (Feet)	25
Side (Feet)	25

Source: Allen County Planning & Zoning Department

ZONING CONCLUSIONS

Based on the appraiser's interpretation of the zoning ordinance, the subject property is an outright permitted use that could be rebuilt if unintentionally destroyed.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of my analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through my due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

INTRODUCTION

The market analysis section provides a comprehensive study of supply/demand conditions, examines transaction trends, and interprets ground level information conveyed by market participants. Based on these findings and an analysis of the subject property, conclusions are drawn with regard to the subject's competitive position within the marketplace. Below is a list of the various sections covered in the following Industrial market analysis:

- › Fort Wayne Industrial Market
- › Outlying Allen County Industrial Submarket
- › Broker / Market Participant Interviews
- › Transaction Trends
- › Subject Property Analysis

FORT WAYNE INDUSTRIAL MARKET

The following is an analysis of supply/demand trends in the Fort Wayne Industrial market using information provided by CoStar, widely recognized as a credible source for tracking market statistics. The table below presents historical data for key market indicators.

FORT WAYNE HISTORICAL STATISTICS (LAST TEN YEARS)					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2012	64,462,681 SF	2,084,477 SF	1,506,577 SF	5.2%	\$3.82/SF
2013	64,475,681 SF	13,000 SF	(334,695) SF	7.9%	\$3.44/SF
2014	65,015,237 SF	539,556 SF	(228,633) SF	6.9%	\$3.61/SF
2015	65,850,787 SF	835,550 SF	2,038,353 SF	6.9%	\$3.79/SF
2016	67,254,329 SF	1,403,542 SF	1,091,912 SF	6.0%	\$3.67/SF
2017	68,526,810 SF	1,272,481 SF	1,149,669 SF	5.6%	\$3.38/SF
2018	68,702,835 SF	176,025 SF	1,788,591 SF	4.5%	\$3.57/SF
2019	68,702,835 SF	0 SF	(328,384) SF	3.4%	\$4.15/SF
2020	69,355,974 SF	653,139 SF	310,281 SF	4.8%	\$4.25/SF
2021	69,800,974 SF	445,000 SF	503,068 SF	5.0%	\$4.25/SF
CAGR	0.8%	-	-	-	1.1%

*Supply numbers based on information which is amended/updated on an on-going basis by Costar.

Source: Costar®

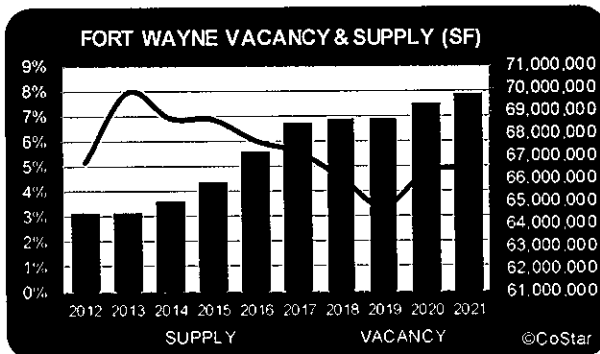
Over the past ten years the Fort Wayne industrial market was stable where there was balance in prevailing industrial supply/demand conditions. Over this time period the market inventory significantly increased by 11.5%. Further there was significant positive absorption (11.6% change), moderate decrease in the vacancy rate (0.2% change) and considerable increase of the asking average rent (11.3% change).

Analysis of the data indicates the Fort Wayne industrial market has gone through three distinctive trends over the past ten years.

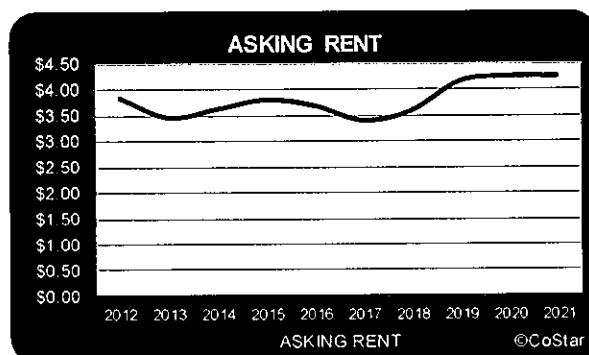
TEN YEAR HISTORICAL TREND ANALYSIS				
PERIOD	ADDED SUPPLY	NET ABSORPTION	VACANCY	ASKING RENT
2012-2021	7,422,770 SF	7,496,739 SF	5.2%→5.0%	\$3.82→\$4.25
10 Yrs	11.5%	11.6%	-0.2%	11.3%
2012-2014	2,637,033 SF	943,249 SF	5.2%→6.9%	\$3.82→\$3.61
3 Yrs	4.1%	1.5%	1.8%	-5.5%
2015-2017	3,511,573 SF	4,279,934 SF	6.9%→5.6%	\$3.79→\$3.38
3 Yrs	5.3%	6.5%	-1.3%	-10.8%
2018-2021	1,274,164 SF	2,273,556 SF	4.5%→5.0%	\$3.57→\$4.25
4 Yrs	1.9%	3.3%	0.4%	19.0%

The three year period from 2012 to 2014 was highlighted with significantly increased supply, slight positive absorption, increase of vacancy rates and considerable decrease of asking rent in the market. The next three year period from 2015 to 2017 featured significantly increased supply, significant positive absorption, moderate decrease of vacancy rates and considerable decrease of asking rent levels. The most recent four year period from 2018 to 2021 featured slightly increased supply, positive absorption, moderate increase of vacancy rates and considerable increase of asking rent levels.

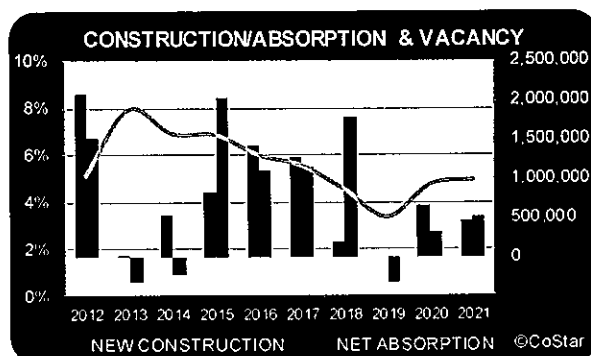
Over the past ten years the market had a compound annual growth rate (CAGR) of 0.8% per year. Vacancy has ranged from 3.4% to 7.9% with an average of 5.6%. Vacancy increased from 5.2% in 2012 to 6.9% in 2014, decreased from 6.9% in 2015 to 5.6% in 2017 and increased from 4.5% in 2018 to 5.0% in 2021.



Over the past ten years asking rent has experienced a CAGR of 1.1%. Asking rent hit a low of \$3.38/SF in 2017 and a high in 2020 at \$4.25/SF.



In the past ten years a total of 7,422,770 SF were added to the supply with 7,496,739 SF of net absorption achieved during the same period.

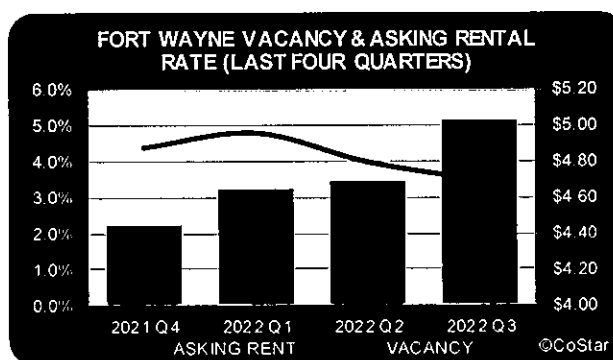


FORT WAYNE TRAILING FOUR QUARTER PERFORMANCE					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2021 Q4	69,800,974 SF	165,000 SF	653,870 SF	4.4%	\$4.45/SF
2022 Q1	70,036,974 SF	236,000 SF	(32,770) SF	4.8%	\$4.65/SF
2022 Q2	70,054,974 SF	18,000 SF	580,067 SF	4.0%	\$4.69/SF
2022 Q3	70,054,974 SF	0 SF	303,115 SF	3.5%	\$5.03/SF

Source: Costar®

As of Q3 2022 the Fort Wayne market has a total industrial inventory of 70,054,974 SF with 2,478,182 SF vacant indicating a current vacancy rate of 3.5%. There was no additional inventory delivered last quarter, whereas there was 419,000 SF added in the last year.

Over the past four quarters the Fort Wayne industrial market has experienced a moderate increase of supply. These key factors have resulted in positive net absorption, decrease of vacancy rates and increase of asking rent in the marketplace.



Key supply/demand statistics for the most recent quarter, last year and historical averages are summarized below.

FORT WAYNE MARKET TREND ANALYSIS			
	Q3 2022	2021	Last 10
Total SF	70,054,974	69,800,974	67,214,814
Vacant SF	2,478,182	3,455,148	3,763,357
Market Vacancy	3.5%	5.0%	5.6%
Construction Growth Rate	0.0%	0.6%	0.8%
Absorption Rate	0.4%	0.7%	1.1%
Average Asking Rent/SF	\$5.03	\$4.25	\$3.79

Source: Costar®

Vacancy

The Q3 2022 vacancy rate (3.5%) is slightly lower than last year (5.0%) and lower than the average vacancy over the past ten years (5.6%). The historic vacancy trend indicates stable long-term demand for industrial space in the Fort Wayne market. The most recent vacancy trends demonstrate slightly superior market conditions in comparison to the historic trend and suggest continued stability moving forward.

Supply

There was no new inventory added during Q3 2022, whereas the growth rate was 0.6% last year. Over the past ten years the Fort Wayne industrial market grew at a CAGR of 0.8%. The historic trend demonstrates a nominal growth rate that was generally supported. The most recent trends show slightly reduced growth in comparison to the historic trend in reaction to the current economic conditions. As summarized in the table below, there are six industrial projects under construction in the Fort Wayne industrial market totaling 923,000 SF that represent

1.3% of supply that will be added in the near term. The construction activity in the market appears to be at a level that will reasonably be supported by the market. Based on this evidence it appears that supply side issues do not represent a threat to the stability of supply/demand conditions in the market.

FORT WAYNE INDUSTRIAL CONSTRUCTION ACTIVITY SUMMARY			
STATUS	NO. OF PROJECTS	SIZE (SF)	% OF SUPPLY
Under Construction	6	923,000	1.3%

Source: Costar®

Absorption

During Q3 2022 net absorption was 0.4% and net absorption was 0.7% over the last year. The Fort Wayne industrial market has established an overall trend of stable absorption (1.1%) over the past ten years. The historic absorption trend indicates stable long-term demand for industrial space in the Fort Wayne market. The most recent absorption trends demonstrate similar market conditions in comparison to the historic trend and suggest continued stability moving forward.

Fort Wayne Market Conclusion

Based on the preceding analysis, the Fort Wayne industrial market demonstrates sound fundamentals. Analysis of supply and demand factors indicate the market is currently stable with no evidence to prove this will change any time soon. The greatest strength of the market appears to be its low vacancy rates. There are no observed weaknesses of the market that stand out.

OUTLYING ALLEN COUNTY INDUSTRIAL SUBMARKET OVERVIEW

The following is an analysis of supply/demand trends in the Outlying Allen County Industrial submarket using information provided by CoStar. The table below presents historical data for key market indicators.

OUTLYING ALLEN COUNTY HISTORICAL STATISTICS (LAST TEN YEARS)					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2012	12,334,148 SF	1,738,077 SF	1,783,308 SF	3.6%	\$7.98/SF
2013	12,347,148 SF	13,000 SF	(173,050) SF	9.4%	\$5.23/SF
2014	12,589,548 SF	242,400 SF	(607,066) SF	6.9%	\$4.89/SF
2015	12,589,548 SF	0 SF	1,227,862 SF	7.4%	\$5.59/SF
2016	13,831,394 SF	1,241,846 SF	993,000 SF	3.2%	\$4.63/SF
2017	14,773,240 SF	941,846 SF	(108,790) SF	7.8%	\$3.46/SF
2018	14,884,240 SF	111,000 SF	1,504,212 SF	3.9%	\$3.50/SF
2019	14,884,240 SF	0 SF	33,827 SF	0.3%	\$4.09/SF
2020	15,062,979 SF	178,739 SF	(7,577) SF	2.2%	\$3.91/SF
2021	15,227,979 SF	165,000 SF	121,595 SF	2.3%	\$4.16/SF
CAGR	2.1%	-	-	-	(6.3%)

*Supply numbers based on information which is amended/updated on an on-going basis by Costar

Source: Costar®

Over the past ten years the Outlying Allen County industrial submarket was stable where there was balance in prevailing industrial supply/demand conditions. Over this time period the submarket inventory significantly increased by 37.6%. Further there was significant positive absorption (38.7% change), moderate decrease in the vacancy rate (1.3% change) and considerable decrease of the asking average rent (47.9% change).

Analysis of the data indicates the Outlying Allen County industrial submarket has gone through three distinctive trends over the past ten years.

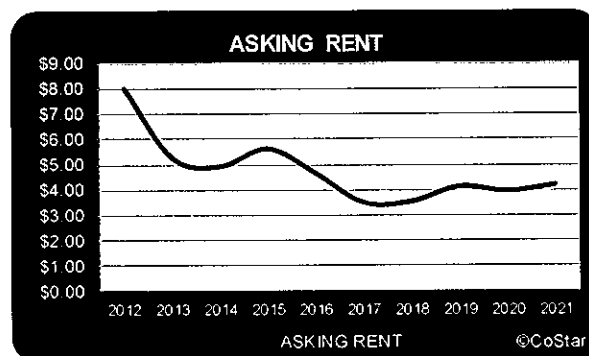
TEN YEAR HISTORICAL TREND ANALYSIS				
PERIOD	ADDED SUPPLY	NET ABSORPTION	VACANCY	ASKING RENT
2012-2021	4,631,908 SF	4,767,321 SF	3.6%→2.3%	\$7.98→\$4.16
10 Yrs	37.6%	38.7%	-1.3%	-47.9%
2012-2014	1,993,477 SF	1,003,192 SF	3.6%→6.9%	\$7.98→\$4.89
3 Yrs	16.2%	8.1%	3.4%	-38.7%
2015-2017	2,183,692 SF	2,112,072 SF	7.4%→7.8%	\$5.59→\$3.46
3 Yrs	17.3%	16.8%	0.4%	-38.1%
2018-2021	454,739 SF	1,652,057 SF	3.9%→2.3%	\$3.50→\$4.16
4 Yrs	3.1%	11.1%	-1.6%	18.9%

The three year period from 2012 to 2014 was highlighted with significantly increased supply, significant positive absorption, substantial increase of vacancy rates and considerable decrease of asking rent in the submarket. The next three year period from 2015 to 2017 featured significantly increased supply, significant positive absorption, moderate increase of vacancy rates and considerable decrease of asking rent levels. The most recent four year period from 2018 to 2021 featured increased supply, significant positive absorption, moderate decrease of vacancy rates and considerable increase of asking rent levels.

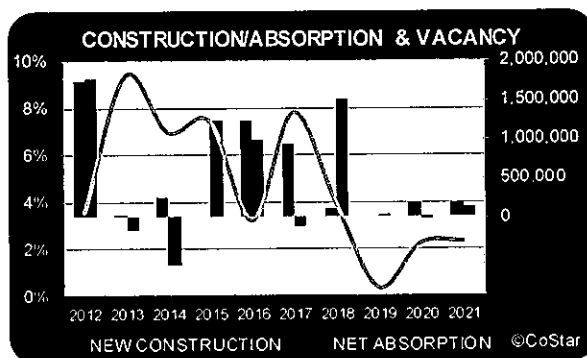
Over the past ten years the submarket had a compound annual growth rate (CAGR) of 2.1% per year. Vacancy has ranged from 0.3% to 9.4% with an average of 4.7%. Vacancy increased from 3.6% in 2012 to 6.9% in 2014, increased from 7.4% in 2015 to 7.8% in 2017 and decreased from 3.9% in 2018 to 2.3% in 2021.



Over the past ten years asking rent has experienced a CAGR decrease of 6.3%. Asking rent hit a low of \$3.46/SF in 2017 and a high in 2012 at \$7.98/SF.



In the past ten years a total of 4,631,908 SF were added to the supply with 4,767,321 SF of net absorption achieved during the same period.



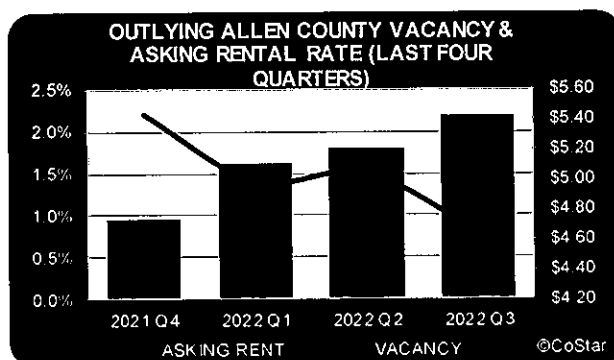
The following table summarizes the trailing four quarter performance of the Outlying Allen County submarket.

OUTLYING ALLEN COUNTY TRAILING FOUR QUARTER PERFORMANCE					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2021 Q4	15,227,979 SF	165,000 SF	188,000 SF	2.2%	\$4.73/SF
2022 Q1	15,227,979 SF	0 SF	127,549 SF	1.4%	\$5.11/SF
2022 Q2	15,227,979 SF	0 SF	(23,076) SF	1.5%	\$5.21/SF
2022 Q3	15,227,979 SF	0 SF	103,326 SF	0.8%	\$5.43/SF

Source: Costar®

As of Q3 2022 the Outlying Allen County submarket has a total industrial inventory of 15,227,979 SF with 129,169 SF vacant indicating a current vacancy rate of 0.8%. There was no additional inventory delivered last quarter, whereas there was 165,000 SF added in the last year.

Over the past four quarters the Outlying Allen County industrial submarket has experienced an increase of supply. There was also positive net absorption, decrease in vacancy rates and increase of asking rent in the marketplace.



Key supply/demand statistics for the most recent quarter, last year and historical averages are summarized below.

OUTLYING ALLEN COUNTY MARKET TREND ANALYSIS			
	Q3 2022	2021	Last 10
Total SF	15,227,979	15,227,979	13,852,446
Vacant SF	129,169	350,244	649,957
Market Vacancy	0.8%	2.3%	4.7%
Construction Growth Rate	0.0%	1.1%	2.1%
Absorption Rate	0.7%	0.8%	3.1%
Average Asking Rent/SF	\$5.43	\$4.16	\$4.74

Source: Costar®

Vacancy

The Q3 2022 vacancy rate (0.8%) is lower than last year (2.3%) and substantially lower than the average vacancy over the past ten years (4.7%). The historic vacancy trend indicates stable long-term demand for industrial space in the Outlying Allen County submarket. The most recent vacancy trends demonstrate slightly superior market conditions in comparison to the historic trend and suggest continued stability moving forward.

Supply

There was no new inventory added during Q3 2022, whereas the growth rate was 1.1% last year. Over the past ten years the Outlying Allen County industrial submarket grew at a CAGR of 2.1%. The historic trend demonstrates a nominal growth rate that was generally supported. The most recent trends show slightly reduced growth in comparison to the historic trend in reaction to the current economic conditions. As summarized in the table below, there is one industrial project under construction in the Outlying Allen County industrial submarket totaling 637,500 SF that represent 4.0% of supply that will be added in the near term. The construction activity in the submarket appears to be at a level that will reasonably be supported by the market. Based on this evidence it appears that supply side issues do not represent a threat to the stability of supply/demand conditions in the market.

OUTLYING ALLEN COUNTY INDUSTRIAL CONSTRUCTION ACTIVITY SUMMARY			
STATUS	NO. OF PROJECTS	SIZE (SF)	% OF SUPPLY
Under Construction	1	637,500	4.0%

Source: Costar®

Absorption

During Q3 2022 net absorption was 0.7% and net absorption was 0.8% over the last year. The Outlying Allen County industrial market has established an overall trend of stable absorption (3.1%) over the past ten years. The historic absorption trend indicates stable long-term demand for industrial space in the Outlying Allen County submarket. The most recent absorption trends demonstrate similar market conditions in comparison to the historic trend and suggest continued stability moving forward.

Outlying Allen County Submarket Conclusion

Based on the preceding analysis, the Outlying Allen County industrial submarket demonstrates sound fundamentals. Analysis of supply and demand factors indicate the market is currently stable with no evidence to prove this will change any time soon. The greatest strength of the submarket appears to be its low vacancy rates. There are no observed weaknesses of the submarket that stand out.

TRANSACTION TRENDS

Sales Volume & Seller Activity

The volume of sale transactions for similar assets has been steady over the past six months within the local area, and was similar as of the date of the loss.

Based on research completed on various listing sources including CoStar and LoopNet, properties similar to the subject in terms of pricing and overall investment appeal have general availability, with numerous listings offered within the marketplace. This trend was confirmed with agents and other market participants throughout the region.

Most Probable Buyer Profile/Activity

In the open market, the subject property type would have commanded the most interest from regional and local buyers that are actively pursuing similar small owner-user properties. As of the retrospective date, there was steady buyer demand for substitute properties of the subject. The most probable buyer was an owner user.

Transaction Trends Conclusion

Based on the preceding analysis, there is an established sales market for the subject property. As previously discussed, the velocity of sale transactions has been steady since 2019. Currently there is steady buyer demand, while there is general availability for this property type on the supply side. Based on these factors, conditions are in equilibrium in regard to negotiating sale terms. One of the greatest observed strengths of this asset type is the particularly sound fundamentals compared to other commercial real estate sectors.

SUBJECT PROPERTY ANALYSIS

This market analysis has examined historical and current supply/demand trends for the subject property type on market and submarket levels. Further, the subject's competitive dataset was profiled and analyzed to gain perspective of supply/demand conditions for properties in direct competition with the subject. Market participant interviews were conducted to provide ground level support of what is really occurring in the marketplace. Next, transaction trends were researched and analyzed. The final step will be to draw conclusions from the market data and analyses based on their perceived influence on the subject property.

The subject is an Industrial (Flex Space) asset with a total net rentable area of 14,275 SF. The market generally classifies the subject as a small owner-user property.

Tenant Appeal Conclusion

Based on our analysis of the subject property and investigation of comparable properties in the marketplace, the subject would have been likely to have had average overall tenant appeal with a typical competitive position for attracting and retaining tenants.

Buyer Appeal Conclusion

Based on our analysis of the subject property and investigation of substitute properties in the marketplace, the subject was likely to have had average overall buyer appeal with an average competitive position if the asset was exposed to the open market.

EXPOSURE TIME & MARKETING PERIOD

Exposure time is defined as "An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

The availability of acquisition financing factors into exposure time. In 2019, financing was available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would have been available to consummate a sale of the property on the date of value.

Exposure Time Conclusion

The preceding information generally supports an exposure time range 6 to 14 months for Industrial (Flex Space) properties. The subject property is of average quality and is in average condition. Based on its overall physical and locational characteristics, the subject has average overall appeal to owner/users. Considering these factors, a reasonable estimate of exposure time for the subject property is 12 months or less.

Marketing Period Conclusion

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. We have reviewed open listings and discussed the market with local participants, and given the nature of the subject property, we feel that a time period of 12 months or less is supported for the subject's marketing period.

INTRODUCTION

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant and As-Improved.

AS-VACANT ANALYSIS

Legal Factors

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's General Industrial (I-2) zoning were listed in the Zoning Analysis section. Overall, legal factors support a broad range of industrial uses for the subject site if the land were vacant.

Physical & Locational Factors

Regarding physical characteristics, the subject site is rectangular in shape and has level topography with average/good access and average/good exposure. The subject site has frontage on a secondary street. The immediate area is developed with industrial and public development along major arterials that is interspersed with multi-family complexes and single-family residential development removed from arterials. Of the outright permitted uses, physical and locational features best support development of an industrial property as market conditions warrant for the site's highest and best use as-vacant.

Feasibility Factors

Regarding financial feasibility of an industrial property in the region, construction delivery trends were previously discussed in the Market Analysis section. In general, the Fort Wayne Market and Outlying Allen County Submarket are experiencing a typical level of construction activity compared to historical norms. Select owner/users are known to be expanding regionally on similar sites. The relative stability of the owner/user sector could drive near term development of the subject site under this scenario. Financial feasibility factors generally support near-term development of the subject site if it were vacant.

As-Vacant Conclusion

Based on the previous discussion, the subject's highest and best use as-vacant is concluded to be development of an industrial property as market conditions warrant.

RETROSPECTIVE AS-IMPROVED ANALYSIS

Legal Factors

The subject's Industrial (Flex Space) use (as-improved) was permitted outright by the I-2 zoning. The legal factors influencing the highest and best use of the property supported the subject's use as-improved.

Physical & Locational Factors

The physical and location characteristics of the subject improvements have been previously discussed in this report. In summary, the subject's improvements were constructed in 1965 to 1975 and had a remaining economic life of 20 years based on my estimate. The project was of average quality construction and in average condition, with adequate service amenities. The subject improvements as-improved were sufficiently supported by site features including its rectangular shape, level topography, average/good access and average/good exposure. Further, the subject's location supported the subject improvements as-improved with similar and homogeneous

developments present in the subject's immediate market area. Physical and location factors influencing the highest and best use of the property supported the subject's use as-improved.

Alternative Uses & Feasibility Factors

In addition to legal and physical considerations, analysis of the subject property as-improved requires the treatment of two important issues: 1) consideration of alternative uses for the property; and 2) the marketability of the most probable use. The five possible alternative treatments of the property are demolition, expansion, renovation, conversion, and the subject's use as-improved.

- › **Demolition** As of the date of loss, the subject contributed significant value to the subject parcel and demolition wouldn't have been relevant.
- › **Expansion** Expansion is not relevant to the scope of work.
- › **Renovation** The subject property was approximately 57 years old and was in average condition. Renovation, in the form of capital expenditures, would not have increased the rent levels or value appreciably. For this reason, renovation was not appropriate.
- › **Conversion** Conversion was neither appropriate nor applicable to this property.
- › **Continued Use "As-Is"** The final option was the continued use of the property "As-Is." This was legal, physically possible, and financially feasible. Therefore, as of the date of loss, continued use as an Industrial property would have been most appropriate.

Among the five alternative uses, the subject's industrial and office (flex) use as-improved – as of the retrospective date - is supported to be its Highest and Best Use.

Marketability Factors

In general an industrial supply/demand conditions and immediate market area trends support viable short and long-term operations of the subject's use as-improved. Based on our analysis of the subject property and investigation of comparable properties in the marketplace, the subject would have been likely to have had average overall tenant appeal with a typical competitive position for attracting and retaining tenants. Based on our analysis of the subject property and investigation of substitute properties in the marketplace, the subject was likely to have had average overall buyer appeal with an average competitive position if the asset was exposed to the open market.

Retrospective As-Improved Conclusion

Based on the previous discussion, the highest and best use of the subject property as-improved, as of the retrospective date, is concluded to be continued use as an industrial property.

INTRODUCTION

The following presentation of the appraisal process deals directly with the valuation of the subject property. The following paragraphs describe the standard approaches to value that were considered for this analysis.

INCOME APPROACH

The Income Approach is based on the premise that properties are purchased for their income producing potential. It considers both the annual return on the invested principal and the return of the invested principal. This valuation technique entails careful consideration of contract rents currently in place, projected market rents, other income sources, vacancy allowances, and projected expenses associated with the efficient operation and management of the property. The relationship of these income estimates to property value, either as a single stream or a series of projected streams, is the essence of the income approach. The two fundamental methods of this valuation technique include Discounted Cash Flow and Direct Capitalization.

Characteristics specific to the subject property do not warrant that this valuation technique is developed. Development of the Income Approach is not a specific scope requirement of this assignment. The subject is an owner/user facility, and typically buyers and sellers of this property type place secondary weight on the Income Approach. Based on the preceding information, the Income Approach will not be presented.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison.

Characteristics specific to the subject property and the scope of work warrant that this valuation technique to be developed. Development of the Sales Comparison Approach is a specific scope requirement of this assignment. Sufficient sales data is available to provide a credible value estimate by the Sales Comparison Approach. Based on this reasoning, the Sales Comparison Approach is presented within this appraisal.

LAND VALUATION

Development land in the subject marketplace is most often valued utilizing the Sales Comparison Approach. Characteristics specific to the subject property warrant that a site value is developed. Development of the subject site value is a specific scope requirement of this assignment. The site value is required to be developed for use within the Sales Comparison Approach, in order to deduct the site values of the comparables. Within the Site Valuation section, a pro-forma site is valued on a per square-foot basis and this value is applied to the site size of each comparable in the sales comparison approach, in order to derive the value of the improvements only.

COST APPROACH

The Cost Approach is a set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value.

Characteristics specific to the subject property warrant that this valuation technique is developed. Development of the Cost Approach is a method to determine the reasonableness of the depreciation and original cost of the subject. Based on the scope of work, the Cost Approach will be presented.

RECONCILIATION OF VALUE CONCLUSIONS

The Sales Comparison and Cost approaches are used to value the subject property, which will be reconciled into the final opinion of depreciated insurable value in the Analysis of Value Conclusions section.

INTRODUCTION

The Sales Comparison Approach is based on the principle of substitution, which asserts that a buyer would not pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments to bracket the subject property within an appropriate unit value comparison.

UNIT OF COMPARISON

The most relevant unit of comparison is the price per square foot of NRA. This indicator best reflects the analysis used by buyers and sellers in this market for improved properties with similar design and utility.

COMPARABLE SELECTION

I completed a thorough search for similar improved sales in terms of property type, location, physical characteristics, and date of sale. In selecting comparables, emphasis was placed on confirming recent improved sales of properties that match the highest and best use, and buyer/seller profile of the subject property. Overall, the sales selected represent the best comparables available for this analysis.

ADJUSTMENT PROCESS

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

Land Value Adjustment

Land value has been deducted from each sale based on the per-square foot value of industrial land multiplied by the lot size of each indicator.

Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest sales were adjusted accordingly.
Financing Terms	The subject property was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales.
Expenditures After Purchase	Adjustments were applied if physical conditions warranted expenditures on the part of the buyer to bring the comparable up to functional standards. Most often this adjustment accounts for costs associated with deferred maintenance.
Market Conditions	Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on my research, the following table summarizes the market conditions adjustment applied in this analysis.

MARKET CONDITIONS ADJUSTMENT

Per Year As Of	December 2022	(As-Is)	1%
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The analysis applies an upward market conditions adjustment of 1% annually reflecting the conditions between the oldest comparable sale date up through the effective valuation date. An adjustment for the retrospective date of value will be made subsequent to the analysis.

Property Adjustments

Quantitative percentage adjustments are also made for location and physical characteristics such as size, age, site and parking ratios, access, exposure, quality and condition, as well as other applicable elements of comparison. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate my logic in deriving a value opinion for the subject property.

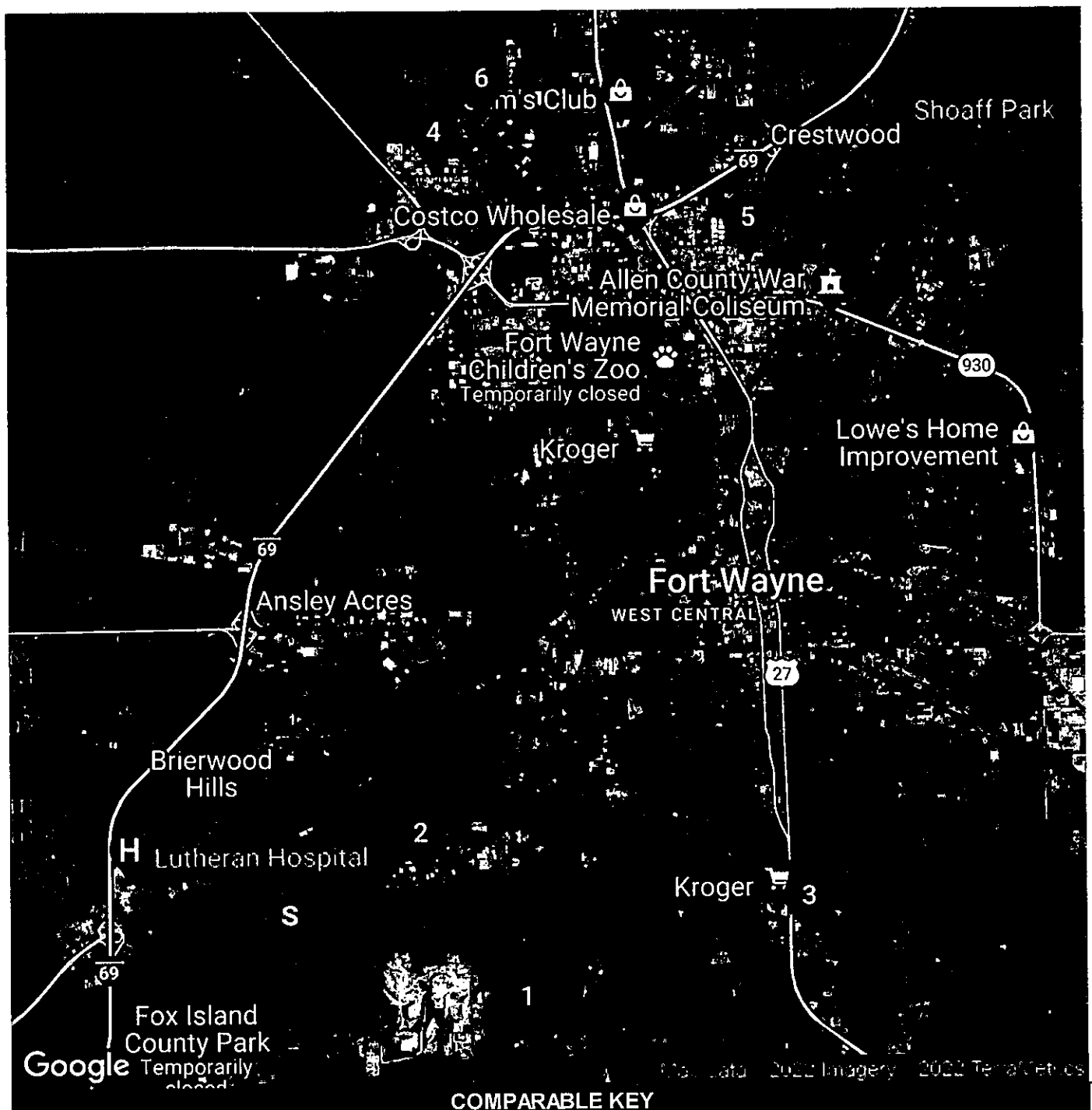
PRESENTATION

The following Sales Summation Table, Location Map and datasheets summarize the improved sales data. Following these items, the comparable sales are adjusted for applicable elements of comparison and the opinion of value by the Sales Comparison Approach is concluded.

IMPROVED SALES SUMMATION TABLE

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4	COMPARABLE 5	COMPARABLE 6
Name	Industrial Building	Industrial Building	Industrial Building	Industrial Building	Industrial Building	Industrial Building	Industrial Warehouse
Address	6231 MacBeth Road	3108 Lower Huntington Road	4717 Clubview Dr	534 Southview Ave	3807 Transportation Dr	4822 Projects Dr	6821 Metro Park Dr
City	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne
State	IN	IN	IN	IN	IN	IN	IN
Zip	46809	46809	46804	46806	46818	46825	46818
County	Allen	Allen	Allen	Allen	Allen	Allen	Allen
PHYSICAL INFORMATION							
Property Type	Industrial	Industrial	Industrial	Industrial	Industrial	Industrial	Industrial
NRA (SF)	14,275	6,000	24,000	4,881	17,256	11,300	12,000
Land Area (SF)		95,832	101,495	21,344	60,984	42,253	87,120
Location	Average/Good	Average/Good	Average/Good	Average/Good	Good	Good	Good
Quality	Average	Average	Average	Good	Average	Average	Average
Condition	Average	Fair	Average	Average	Average	Good	Average/Good
Exposure	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good
Access	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good
Year Built	1965 to 1975	1999	1980	1976	1993	1985	2004
Year Renovated	-	-	-	1983	-	-	-
SALE INFORMATION							
Date		5/8/2020	7/31/2021	6/8/2022	1/31/2022	12/28/2021	3/5/2020
Status		Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Leased Fee	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$300,000	\$1,170,000	\$335,000	\$970,000	\$700,000	\$820,000
Analysis Price		\$300,000	\$1,170,000	\$335,000	\$970,000	\$700,000	\$820,000
Comp Land Area (SF)		95,832	101,495	21,344	60,984	42,253	87,120
Comp Land Value (\$/SF)		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Total Comp Land Value		-\$191,664	-\$202,990	-\$42,688	-\$121,968	-\$84,506	-\$174,240
Adjusted Comp Price		\$108,336	\$967,010	\$292,312	\$848,032	\$615,494	\$645,760
Adjusted \$/SF NRA		\$18	\$40	\$60	\$49	\$54	\$54

SALES LOCATION MAP



COMPARABLE KEY

COMP	DISTANCE	NAME	ADDRESS	OCC.	SALE DATE	OAR	\$/SF
SUBJECT	-	Industrial Building	6231 MacBeth Road, Fort Wayne, IN	100.0%	-	-	\$44
No. 1	2.3 Miles	Industrial Building	3108 Lower Huntington Road, Fort Wayne, IN	100.0%	5/8/2020		\$18
No. 2	1.4 Miles	Industrial Building	4717 Clubview Dr, Fort Wayne, IN	100.0%	7/31/2021		\$40
No. 3	4.8 Miles	Industrial Building	534 Southview Ave, Fort Wayne, IN	100.0%	6/8/2022		\$60
No. 4	7.4 Miles	Industrial Building	3807 Transportation Dr, Fort Wayne, IN	100.0%	1/31/2022		\$49
No. 5	7.7 Miles	Industrial Building	4822 Projects Dr, Fort Wayne, IN		12/28/2021		\$54
No. 6	7.9 Miles	Industrial Warehouse	6821 Metro Park Dr, Fort Wayne, IN	100.0%	3/5/2020		\$54

CONTINUED

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COMPARABLE 1

LOCATION INFORMATION

Name Industrial Building
Address 3108 Lower Huntington Road
City, State, Zip Code Fort Wayne, IN, 46809
County Allen
MSA Fort Wayne, IN
APN 02-12-28-380-001.000-074

SALE INFORMATION

Buyer Property X LLC
Seller Rider Rodney & Denise
Transaction Date 05/8/2020
Transaction Status Recorded
Transaction Price \$300,000
Analysis Price \$300,000
Recording Number 26055
Rights Transferred Fee Simple
Financing Cash at Settlement
Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Gross Building Area (GBA) 6,000
Leasable Area (NRA) 6,000
Number of Buildings 1
Year Built 1999
No. of Floors 1
% of Office Build-out 21%
Clear Height 16 Feet
Quality Average
Condition Fair
Appeal Average
Building Structure Steel / Masonry
Exterior Mixed
Site Size 2.2 Acres (95,832 SF)
Zoning IN1
Shape Generally Rectangular
Topography Level
Access Average/Good
Exposure Average/Good
Site Coverage (SF)/Ratio 6.3%



INDUSTRIAL BUILDING



ANALYSIS INFORMATION

Price per SF \$18
Adjusted Price per SF \$20
Capitalization Rate

CONFIRMATION

Name CoStar/Public Records
Company Confidential
Source Agent (CoStar) / Assessor's Records
Date / Phone Number 02/15/2021 Confidential

REMARKS

This is a small industrial / commercial building that was purchased by an owner/user. It was not leased at the time of the sale.

COMPARABLE 2**LOCATION INFORMATION**

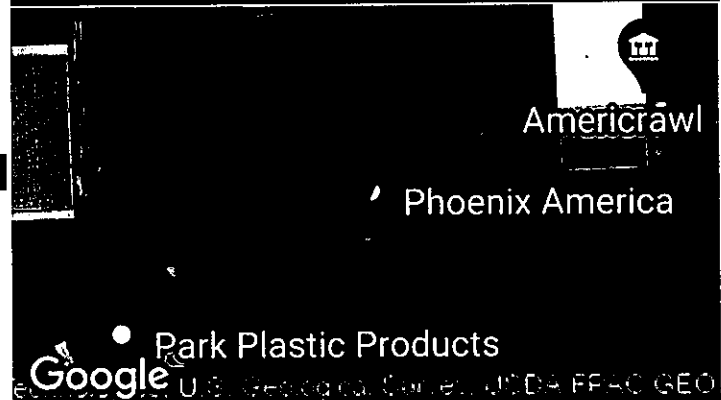
Name	Industrial Building
Address	4717 Clubview Dr
City, State, Zip Code	Fort Wayne, IN, 46804
County	Allen
MSA	Chicago-Naperville-Egin, IL-IN-WI
APN	02-12-20-252-002.000-074

SALE INFORMATION

Buyer	Covington Properties LLC
Seller	Robert Loubier
Transaction Date	07/31/2021
Transaction Status	Recorded
Transaction Price	\$1,170,000
Analysis Price	\$1,170,000
Rights Transferred	Leased Fee
Financing	Cash at Settlement
Conditions of Sale	Arms-Length
Marketing Time	4 Months

PHYSICAL INFORMATION

Gross Building Area (GBA)	24,000
Leasable Area (NRA)	24,000
Number of Buildings	1
Year Built	1980
No. of Floors	1
% of Office Build-out	10%
Clear Height	21 Feet
Front Footage	Average
Class	C
Quality	Average
Condition	Average
Appeal	Average
Building Structure	Steel / Masonry
Exterior	Mixed
Site Size	2.3 Acres (101,495 SF)
Zoning	I2
Shape	Generally Rectangular
Topography	Level
Access	Average/Good
Exposure	Average/Good
Site Coverage (SF)/Ratio	23.6%

**INDUSTRIAL BUILDING****ANALYSIS INFORMATION**

Price per SF	\$40
Adjusted Price per SF	\$43
Capitalization Rate	

CONFIRMATION

Name	CoStar/Public Records
Company	Confidential
Source	Agent (CoStar) / Assessor's Records
Date / Phone Number	10/24/2022 Confidential

REMARKS

The property at 4717 Clubview Drive in fort Wayne sold for \$1,170,000. The subject property spans 24,000 square-feet, comprised of 9.3% office and 90.7% Industrial space serving as Phoenix America's headquarters for eighteen years. The property sits on 2.33 acres. The building was an investment sale, but was leased at market rates.

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DTW221032

COMPARABLE 3**LOCATION INFORMATION**

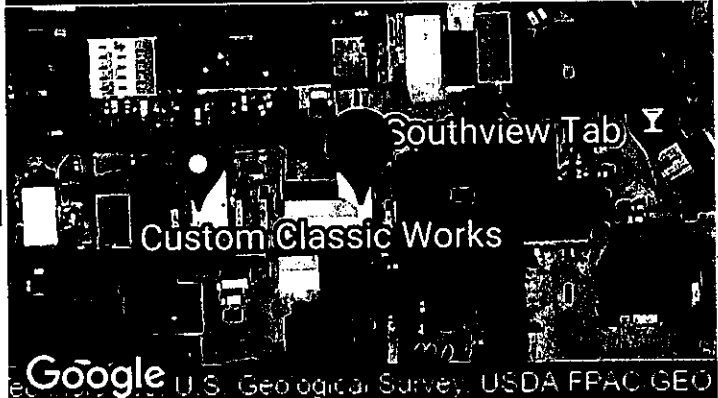
Name	Industrial Building
Address	534 Southview Ave
City, State, Zip Code	Fort Wayne, IN, 46806
County	Allen
MSA	Fort Wayne, IN
APN	02-12-24-357-008.000-074, 02-12-24-357-0

SALE INFORMATION

Buyer	A S W E Investments
Seller	KJK LLC
Transaction Date	06/8/2022
Transaction Status	Recorded
Transaction Price	\$335,000
Analysis Price	\$335,000
Recording Number	2022031016
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length
Marketing Time	1 Months

PHYSICAL INFORMATION

Gross Building Area (GBA)	4,881
Leasable Area (NRA)	4,881
Number of Buildings	1
Year Built	1976
Year Renovated	1983
No. of Floors	1
% of Office Build-out	18%
Clear Height	13-14 Feet
Class	C
Grade Doors	4
Quality	Good
Condition	Average
Appeal	Average/Good
Building Structure	Wood
Exterior	Mixed
Site Size	0.5 Acres (21,344 SF)
Zoning	I1
Shape	Rectangular
Topography	Level
Access	Average/Good
Exposure	Average/Good
Site Coverage (SF)/Ratio	22.9%

**INDUSTRIAL BUILDING****ANALYSIS INFORMATION**

Price per SF	\$60
Adjusted Price per SF	\$49
Capitalization Rate	

CONFIRMATION

Name	Evan Rubin
Company	The Zacher Company
Source	Agent (CoStar) / Assessor's Records
Date / Phone Number	12/28/2022 +1 260 422 8474

REMARKS

The original structure was constructed in 1976 before an addition was completed in 1983. The property is approximately 18% office space. The building is located just east of US-27. There are 5 overhead doors. There is also fencing for yard storage. The original asking price for this property was \$390,000 before it ultimately closed for a sale price of \$335,000.

COMPARABLE 4**LOCATION INFORMATION**

Name	Industrial Building
Address	3807 Transportation Dr
City, State, Zip Code	Fort Wayne, IN, 46818
County	Allen
MSA	Fort Wayne, IN
APN	02-07-17-477-003.000-073

SALE INFORMATION

Buyer	Veritas Equity Partners Llc
Seller	Terrapin Llc
Transaction Date	01/31/2022
Transaction Status	Recorded
Transaction Price	\$970,000
Analysis Price	\$970,000
Recording Number	2022006198
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Gross Building Area (GBA)	17,256
Leasable Area (NRA)	17,256
Number of Buildings	1
Year Built	1993
No. of Floors	2
Parking Spaces / Ratio	40 (2.3/1,000 SF NRA)
% of Office Build-out	41%
Clear Height	20 Feet
Class	C
Quality	Average
Condition	Average
Appeal	Average/Good
Building Structure	Steel / Masonry
Exterior	Mixed
Site Size	1.4 Acres (60,984 SF)
Zoning	I2
Shape	Rectangular
Topography	Level
Access	Average/Good
Exposure	Average/Good
Site Coverage (SF)/Ratio	24.5%

**INDUSTRIAL BUILDING****ANALYSIS INFORMATION**

Price per SF	\$49
Adjusted Price per SF	\$41
Capitalization Rate	

CONFIRMATION

Name	Confirmed
Company	CoStar/Public Records
Source	Agent (CoStar) / Assessor's Records
Date / Phone Number	12/28/2022 Confidential

REMARKS

This property is comprised of warehouse space (10,212 SF) and office space (7,044 SF). The office space is two stories while the warehouse space is only one story. The property is located north of the I-69 and US-30 junction. The sale and property details were verified with the assessor's records.

COMPARABLE 5**LOCATION INFORMATION**

Name	Industrial Building
Address	4822 Projects Dr
City, State, Zip Code	Fort Wayne, IN, 46825
County	Allen
MSA	Fort Wayne, IN
APN	02-07-23-426-010.000-073

SALE INFORMATION

Buyer	Trustline Properties Llc
Seller	Lnee Properties Llc
Transaction Date	12/28/2021
Transaction Status	Recorded
Transaction Price	\$700,000
Analysis Price	\$700,000
Recording Number	2022000871
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Gross Building Area (GBA)	11,300
Leasable Area (NRA)	11,300
Number of Buildings	1
Year Built	1985
No. of Floors	1
Parking Spaces / Ratio	20 (1.8/1,000 SF NRA)
% of Office Build-out	44%
Clear Height	16 Feet
Class	C
Grade Doors	1
Dock Doors	1
Quality	Average
Condition	Good
Appeal	Average/Good
Building Structure	Steel / Masonry
Exterior	Mixed
Site Size	1.0 Acres (42,253 SF)
Zoning	I1
Shape	Rectangular
Topography	Level
Access	Average/Good
Exposure	Average/Good
Site Coverage (SF)/Ratio	26.7%

INDUSTRIAL BUILDING**ANALYSIS INFORMATION**

Price per SF	\$54
Adjusted Price per SF	\$41
Capitalization Rate	

CONFIRMATION

Name	Confirmed
Company	CoStar/Public Records
Source	Agent (CoStar) / Assessor's Records
Date / Phone Number	Confidential Confidential

REMARKS

This property is a mixed-use building with 6,300 SF of industrial/flex space and 5,000 SF of office space. The property has one loading dock and one grade level drive-in door. The entire building is air conditioned. The sale price was confirmed by Costar.

CONTINUED

DTW221032

COMPARABLE 6**LOCATION INFORMATION**

Name Industrial Warehouse
 Address 6821 Metro Park Dr
 City, State, Zip Code Fort Wayne, IN, 46818
 County Allen
 MSA Fort Wayne, IN
 APN 02-07-16-176-001.007-073

SALE INFORMATION

Buyer Peakway Investment Group LLC
 Seller Duncan Supply Co Inc
 Transaction Date 03/5/2020
 Transaction Status Recorded
 Transaction Price \$820,000
 Analysis Price \$820,000
 Recording Number 2020012799
 Rights Transferred Fee Simple
 Financing Cash at Settlement
 Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Gross Building Area (GBA) 12,000
 Leasable Area (NRA) 12,000
 Number of Buildings 1
 Year Built 2004
 No. of Floors 1
 Parking Spaces / Ratio 26 (2.2/1,000 SF NRA)
 % of Office Build-out 27%
 Clear Height 18 Feet
 Front Footage Typical
 Class C
 Grade Doors 1
 Dock Doors 1
 Quality Average
 Condition Average/Good
 Appeal Average/Good
 Building Structure Metal
 Exterior Mixed
 Site Size 2.0 Acres (87,120 SF)
 Zoning I2
 Shape Rectangular
 Topography Level
 Access Average/Good
 Exposure Average/Good
 Site Coverage (SF)/Ratio 13.8%

**INDUSTRIAL WAREHOUSE**

Metro Park Dr N

Generex
 Powerclean
 Industrial Services

Google

ANALYSIS INFORMATION

Price per SF \$54
 Adjusted Price per SF \$46
 Capitalization Rate

CONFIRMATION

Name John Caffray
 Company Sturges Property Group
 Source CoStar
 Date / Phone Number 12/30/2022 +1 260 425 2065

REMARKS

This property is an industrial warehouse on the north side of Fort Wayne. The building is comprised of warehouse space (8,800 SF) and office space (3,200 SF). The ceilings are 18 feet high, and the building has 1 drive-in door and 1 loading dock. The sale price and building details were confirmed with the assessor's records.

CONTINUED

DTW221032

IMPROVED SALES ADJUSTMENT TABLE

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4	COMPARABLE 5	COMPARABLE 6
Name	Industrial Building	Industrial Building	Industrial Building	Industrial Building	Industrial Building	Industrial Building	Industrial Warehouse
Address	6231 MacBeth Road	3108 Lower Huntington Road	4717 Clubview Dr	534 Southview Ave	3807 Transportation Dr	4822 Projects Dr	6821 Metro Park Dr
City, State	Fort Wayne, IN	Fort Wayne, IN	Fort Wayne, IN	Fort Wayne, IN	Fort Wayne, IN	Fort Wayne, IN	Fort Wayne, IN
Zip	46809	46809	46804	46806	46818	46825	46818
NRA (SF)	14,275	6,000	24,000	4,881	17,256	11,300	12,000
Year Built	1965 to 1975	1999	1980	1976	1993	1985	2004
SALE INFORMATION							
Date		5/8/2020	7/31/2021	6/8/2022	1/31/2022	12/28/2021	3/5/2020
Status		Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Leased Fee	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjusted Comp Price		\$108,336	\$967,010	\$292,312	\$848,032	\$615,494	\$820,000
Adjusted \$/SF NRA		\$18	\$40	\$60	\$49	\$54	\$54
TRANSACTIONAL ADJUSTMENTS							
Property Rights		0%	0%	0%	0%	0%	0%
Financing		0%	0%	0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%	0%	0%
Expenditures After the Sale		0%	0%	0%	0%	0%	0%
Market Conditions ¹		3%	1%	1%	1%	1%	3%
Subtotal Transactional Adj Price		\$19	\$41	\$60	\$50	\$55	\$55
PROPERTY ADJUSTMENTS							
Location	Average/Good	Average/Good	Average/Good	Average/Good	Good	Good	Good
Adjustment		0%	0%	0%	-10%	-10%	-10%
Size	14,275	6,000	24,000	4,881	17,256	11,300	12,000
Adjustment		-5%	5%	-10%	0%	0%	0%
Quality	Average	Average	Average	Good	Average	Average	Average
Adjustment		0%	0%	-10%	0%	0%	0%
Condition	Average	Fair	Average	Average	Average	Good	Average/Good
Adjustment		10%	0%	0%	0%	-10%	-5%
Exposure	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good
Adjustment		0%	0%	0%	0%	0%	0%
Access	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good
Adjustment		0%	0%	0%	0%	0%	0%
% Office	27%	21%	10%	18%	41%	44%	27%
Adjustment		0%	5%	0%	-4%	-5%	0%
Clear Height	16 Feet	16 Feet	21 Feet	13-14 Feet	20 Feet	16 Feet	18 Feet
Adjustment		0%	-5%	2%	-4%	0%	-2%
Subtotal Property Adjustment		5%	5%	-18%	-18%	-25%	-17%
TOTAL ADJUSTED PRICE		\$20	\$43	\$49	\$41	\$41	\$46
STATISTICS	UNADJUSTED	ADJUSTED					
LOW	\$18	\$20					
HIGH	\$60	\$49					
MEDIAN	\$51	\$42					
AVERAGE	\$46	\$40					

¹ Market Conditions Adjustment 1%

Date of Value (for adjustment calculations) 12/29/22

SALES COMPARABLE ANALYSIS

Introduction

The comparable sales indicate an adjusted value range from \$20 to \$49/SF, with a median of \$42/SF and an average of \$40/SF. The range of total gross adjustment applied to the comparables was from 16% to 26%, with an average gross adjustment across all comparables of 20%. The level of total adjustment applied to the comparables is considered minimal, an indication that the dataset is applicable to the subject and increases the credibility of the analysis. The adjustment process for each comparable sale is discussed in the following paragraphs.

Discussion of Adjustments

Comparable 1 (\$20/SF as adjusted) required a total upward transaction adjustment of 3%. This comparable required a total upward adjustment of 5% for property characteristics. Smaller properties tend to sell for more on a per-square foot basis, and a downward adjustment was applied to this indicator. The total gross adjustment applied to this comparable was 18%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 2 (\$43/SF as adjusted) required a total upward transaction adjustment of 1%. Although this property was leased, based on our understanding of the transaction, there was no premium for the lease because it was at market rates, and no property rights adjustment was applied. This comparable required a total upward adjustment of 5% for property characteristics. This property is about 10,000 SF larger than the subject and an upward adjustment is applied on a per square-foot basis. The total gross adjustment applied to this comparable was 16%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 3 (\$49/SF as adjusted) required a total upward transaction adjustment of 1%. This comparable required a total downward adjustment of -18% for property characteristics. Smaller properties tend to sell for more on a per-square foot basis, and a downward adjustment was applied to this indicator. The total gross adjustment applied to this comparable was 23%. The substantial level of gross adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

Comparable 4 (\$41/SF as adjusted) required a total upward transaction adjustment of 1%. This comparable required a total downward adjustment of -18% for property characteristics. This indicator is in an area where industrial rents are higher than the subject's location (based on CoStar data), and a downward location adjustment was applied. The total gross adjustment applied to this comparable was 19%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 5 (\$41/SF as adjusted) required a total upward transaction adjustment of 1%. This comparable required a total downward adjustment of -25% for property characteristics. This indicator is in an area where industrial rents are higher than the subject's location (based on CoStar data), and a downward location adjustment was applied. The total gross adjustment applied to this comparable was 26%. The substantial level of gross adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

Comparable 6 (\$46/SF as adjusted) required a total upward transaction adjustment of 3%. This comparable required a total downward adjustment of -17% for property characteristics. This indicator is in an area where industrial rents are higher than the subject's location (based on CoStar data), and a downward location adjustment was applied. The total gross adjustment applied to this comparable was 20%. The substantial level of gross adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given primary consideration as a value indicator for the subject.

SALES COMPARISON APPROACH CONCLUSION

The comparable sales indicate an adjusted value range from \$20 to \$49/SF, with a median of \$42/SF and an average of \$40/SF. Based on the results of the preceding analysis, Comparable 1 (\$20/SF adjusted), Comparable 2 (\$43/SF adjusted), Comparable 4 (\$41/SF adjusted) and Comparable 6 (\$46/SF adjusted) are given primary consideration for the subject's opinion of value.

The following table summarizes the analysis of the comparables, reports the reconciled price per NRA value conclusion, and presents the concluded value of the subject property.

SALES COMPARISON APPROACH CONCLUSION (NRA)								
COMP	ANALYSIS PRICE	ADJUSTMENT				NET GROSS		OVERALL COMPARISON
		TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ %	ADJ %	
1	\$18	3%	\$19	5%	\$20	11%	18%	PRIMARY
2	\$40	1%	\$41	5%	\$43	7%	16%	PRIMARY
3	\$60	1%	\$60	-18%	\$49	-18%	23%	SECONDARY
4	\$49	1%	\$50	-18%	\$41	-17%	19%	PRIMARY
5	\$54	1%	\$55	-25%	\$41	-25%	26%	SECONDARY
6	\$54	3%	\$55	-17%	\$46	-15%	20%	PRIMARY
LOW	\$20					AVERAGE		\$40
HIGH	\$49					MEDIAN		\$42
		SUBJECT SF		\$/SF CONCLUSION		VALUE		
AS-IS INSURABLE VALUE		14,275	x	\$44/SF	=	\$630,000		
(3% Inflation From 3/19 to 2/22)		Multiplier				0.91		
RETROSPECTIVE INSURABLE VALUE				\$40/SF		\$570,000		

¹Cumulative ²Additive

Rounded to nearest \$10,000

INTRODUCTION

As previously discussed within the Valuation Methods section, the subject is valued as one marketable economic site in this appraisal. Land value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison is the price per square foot. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

COMPARABLE SELECTION

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

ADJUSTMENT PROCESS

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.
Expenditures After Purchase	Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-existing structures, general site clearing and/or mitigation of environmental issues.
Market Conditions	Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on my research, the following table summarizes the market conditions adjustment applied in this analysis.

MARKET CONDITIONS ADJUSTMENT

Per Year As Of	December 2022	(As-Is)	2%
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The analysis applies an upward market conditions adjustment of 2% annually reflecting the conditions between the oldest comparable sale date up through the current date because the adjustment to the retrospective date is made at the end of the sales comparison approach analysis.

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Property Adjustments

Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate my logic in deriving a value opinion for the subject site.

PRESENTATION

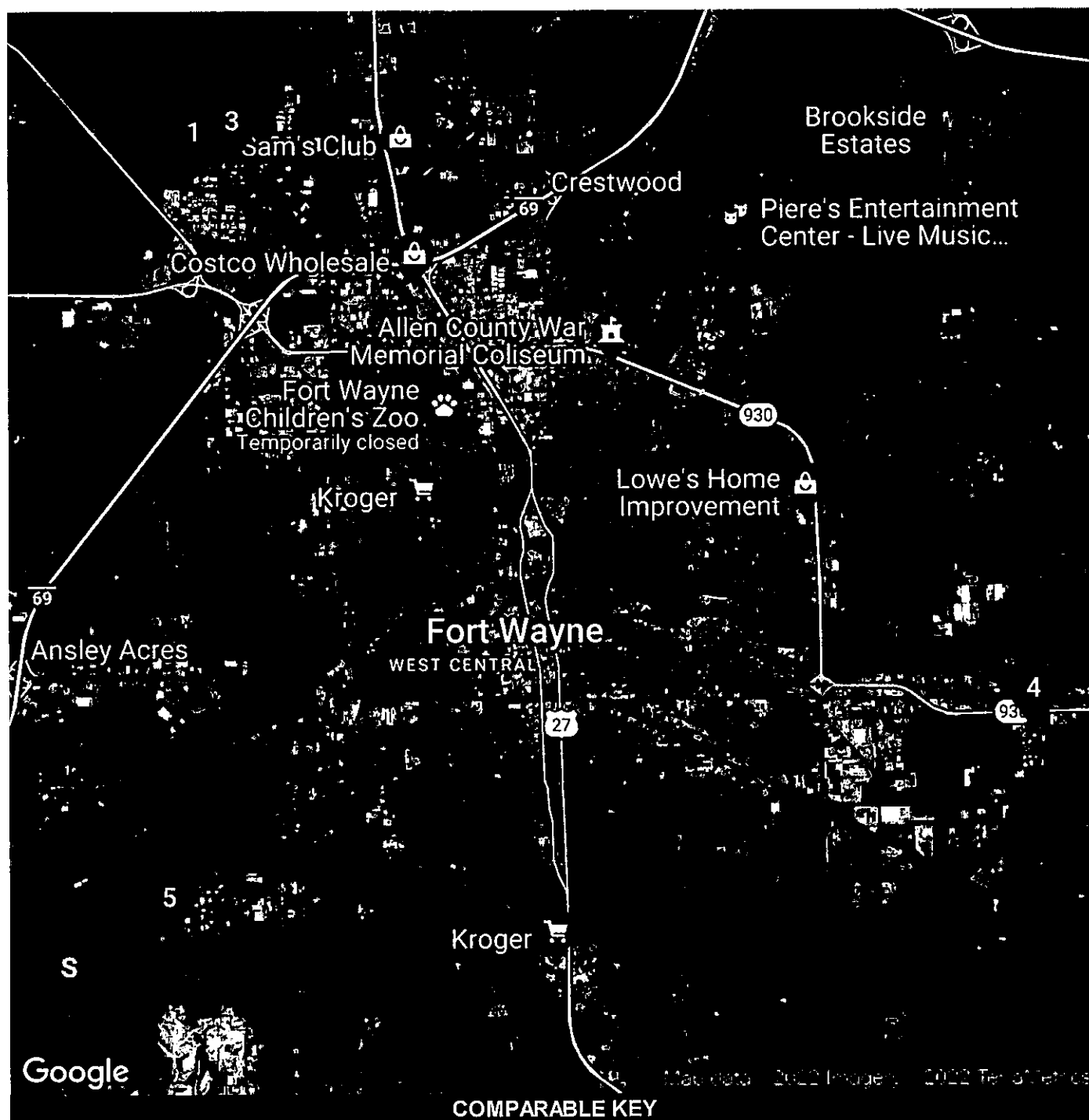
The following Land Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.

LAND SALES SUMMATION TABLE					
COMPARABLE	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4	COMPARABLE 5
Name	Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land
Address	4130 Fourier Dr	3600 Block Metro Dr	3500 N Metro Dr	2100 Blk Wayne Haven St	4733 Arden Dr
City	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne
State	IN	IN	IN	IN	IN
Zip	46818	46818	46818	46803	46804
County	Allen	Allen	Allen	Allen	Allen
APN	02-07-17-277-001.000-073, 02-07-17-279-001.000-07	02-07-16-151-002.011-073	02-07-16-151-002.003-073	02-13-10-451-002.000-041	02-12-20-177-002.000-074
PHYSICAL INFORMATION					
SF	199,069	43,996	89,734	77,972	91,040
Location	Average/Good	Average/Good	Average/Good	Average/Good	Average/Good
Exposure	Average/Good	Average/Good	Average/Good	Average	Average
Access	Average/Good	Average/Good	Average/Good	Average	Average
Shape	Irregular	Rectangular	Rectangular	Rectangular	Irregular
Site Utility Rating	Good	Average/Good	Average/Good	Average	Average
Zoning	I2	I2	I-2	I-2P	I2
Corner	No	No	No	No	No
Topography	Level	Level	Level	Level	Level
SALE INFORMATION					
Date	8/25/2021	2/12/2021	2/23/2022	6/11/2020	1/28/2020
Status	Recorded	Recorded	Recorded	Recorded	Recorded
Rights Transferred	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price	\$448,500	\$89,500	\$162,500	\$90,000	\$78,000
Analysis Price	\$448,500	\$89,500	\$162,500	\$90,000	\$78,000
\$/SF Land	\$2.25	\$2.03	\$1.81	\$1.15	\$0.86

CONTINUED

DTW221032

LAND SALES LOCATION MAP



COMP	DISTANCE	ADDRESS	SALE DATE	ACRES	SF	\$/SF
SUBJECT	-	6231 MacBeth Road, Fort Wayne, IN	-	143.8	6,263,057	\$2.00
No. 1	7.7 Miles	4130 Fourier Dr, Fort Wayne, IN	8/25/2021	4.6	199,069	\$2.25
No. 2	7.9 Miles	3600 Block Metro Dr, Fort Wayne, IN	2/12/2021	1.0	43,996	\$2.03
No. 3	7.9 Miles	3500 N Metro Dr, Fort Wayne, IN	2/23/2022	2.1	89,734	\$1.81
No. 4	9.2 Miles	2100 Blk Wayne Haven St, Fort Wayne, IN	6/11/2020	1.8	77,972	\$1.15
No. 5	1.2 Miles	4733 Arden Dr, Fort Wayne, IN	1/28/2020	2.1	91,040	\$0.86

CONTINUED

DTW221032

COMPARABLE 1

LOCATION INFORMATION

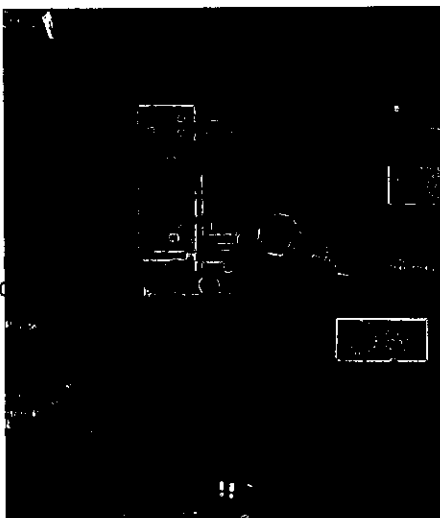
Name Vacant Land
Address 4130 Fourier Dr
City, State, Zip Code Fort Wayne, IN, 46818
County Allen
MSA Fort Wayne, IN
APN 02-07-17-277-001.000-073, 02-07-17-279-0

SALE INFORMATION

Buyer Appollo Plaza Ltd
Seller Apollo Design Techonology Inc
Transaction Date 08/25/2021
Transaction Status Recorded
Transaction Price \$448,500
Analysis Price \$448,500
Recording Number 57227
Rights Transferred Fee Simple
Financing Cash at Settlement
Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Intended Use Vacant Land
Location Average/Good
Frontage Typical
Site Size Acres SF
Net 4.57 199,069
Gross 4.57 199,069
Zoning I2
Shape Irregular
Topography Level
Access Average/Good
Exposure Average/Good



VACANT LAND

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$98,140	\$2.25
Net	\$98,140	\$2.25

CONFIRMATION

Name Costar/Assessor's Records
Company Costar/Assessor's Records
Source CoStar
Date / Phone Number 12/28/2022 Confidential

REMARKS

According to Costar, this was a distressed sale. Additionally, Costar reported that the improvements were demolished prior to the sale of the underlying land. This site is comprised of 2 contiguous parcels. The site is zoned I2 (General Industrial). This property was previously improved with an industrial building. The property was severely damaged by a fire in December 2020 and was subsequently demolished before being sold.

COMPARABLE 2

LOCATION INFORMATION

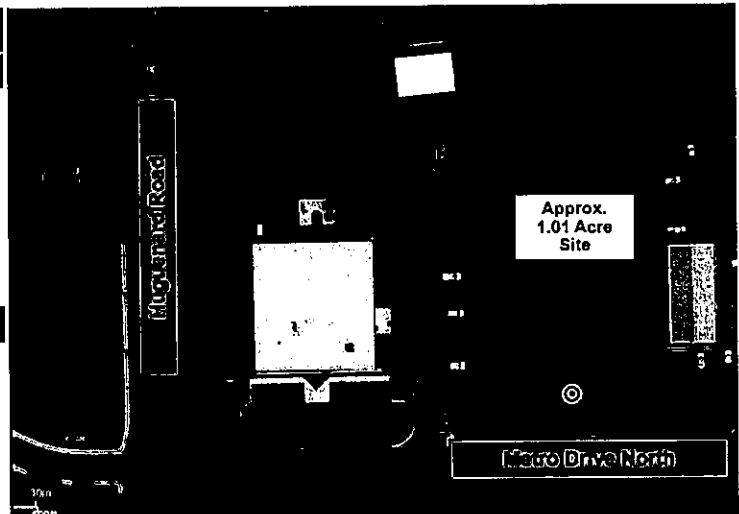
Name Vacant Land
Address 3600 Block Metro Dr
City, State, Zip Code Fort Wayne, IN, 46818
County Allen
MSA Fort Wayne, IN
APN 02-07-16-151-002.011-073

SALE INFORMATION

Buyer Northeast Property Group LLC
Seller Buchanan Real Estate
Transaction Date 02/12/2021
Transaction Status Recorded
Transaction Price \$89,500
Analysis Price \$89,500
Recording Number 2021010270
Rights Transferred Fee Simple
Financing Cash at Settlement
Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Intended Use Vacant Land
Location Average/Good
Frontage Typical
Site Size Acres SF
Net 1.01 43,996
Gross 1.01 43,996
Zoning I2
Shape Rectangular
Topography Level
Access Average/Good
Exposure Average/Good



VACANT LAND

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$88,614	\$2.03
Net	\$88,614	\$2.03

CONFIRMATION

Name David Nugent
Company BND Commercial Real Estate
Source Assessor
Date / Phone Number 12/28/2022 +1 260 407 7113

REMARKS

The asking price for the property was originally \$89,000 and sold for \$89,500. This property is zoned I-2 (General Industrial). The site is located on the north side of Fort Wayne. The property has access to full utilities.

CONTINUED

DTW221032

COMPARABLE 3

LOCATION INFORMATION

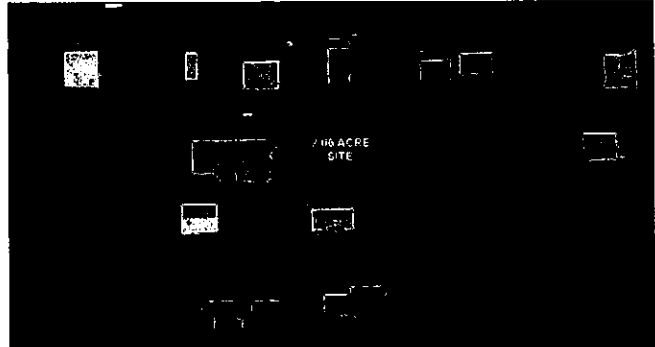
Name Vacant Land
Address 3500 N Metro Dr
City, State, Zip Code Fort Wayne, IN, 46818
County Allen
MSA Fort Wayne, IN
APN 02-07-16-151-002.003-073

SALE INFORMATION

Buyer Orion Real Estate Dev
Seller Djankovic Nikola
Transaction Date 02/23/2022
Transaction Status Recorded
Transaction Price \$162,500
Analysis Price \$162,500
Recording Number 2022010590
Rights Transferred Fee Simple
Financing Cash at Settlement
Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Intended Use Vacant Land
Location Average/Good
Frontage Typical
Site Size Acres SF
Net 2.06 89,734
Gross 2.06 89,734
Zoning I-2
Shape Rectangular
Topography Level
Access Average/Good
Exposure Average/Good



VACANT LAND

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$78,883	\$1.81
Net	\$78,883	\$1.81

CONFIRMATION

Name Costar/Assessor's Records
Company Costar/Assessor's Records
Source Assessor
Date / Phone Number 12/28/2022 Confidential

REMARKS

This property is zoned I-2 (General Industrial). The site is located on the north side of Fort Wayne. The property has access to full utilities.

CONTINUED

DTW221032

COMPARABLE 4**LOCATION INFORMATION**

Name Vacant Land
 Address 2100 Blk Wayne Haven St
 City, State, Zip Code Fort Wayne, IN, 46803
 County Allen
 MSA Fort Wayne, IN
 APN 02-13-10-451-002.000-041

SALE INFORMATION

Buyer Don R Fruchey Inc
 Seller BZW MASTER PAINT
 Transaction Date 06/11/2020
 Transaction Status Recorded
 Transaction Price \$90,000
 Analysis Price \$90,000
 Recording Number 2020032801
 Rights Transferred Fee Simple
 Financing Cash at Settlement
 Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Intended Use Vacant Land
 Location Average/Good
 Frontage Typical
 Site Size Acres SF
 Net 1.79 77,972
 Gross 1.79 77,972
 Zoning I-2P
 Shape Rectangular
 Topography Level
 Access Average
 Exposure Average

**VACANT LAND****ANALYSIS INFORMATION**

Price	\$/Acre	\$/SF
Gross	\$50,279	\$1.15
Net	\$50,279	\$1.15

CONFIRMATION

Name Roger Koehlinger
 Company BND Commercial Real Estate
 Source CoStar
 Date / Phone Number 12/28/2022 +1 260 421 1904

REMARKS

This property is zoned I-2P (Planned General Industrial). The property is approximately 4 miles from I-469 and Hwy 30.

CONTINUED

DTW221032

COMPARABLE 5**LOCATION INFORMATION**

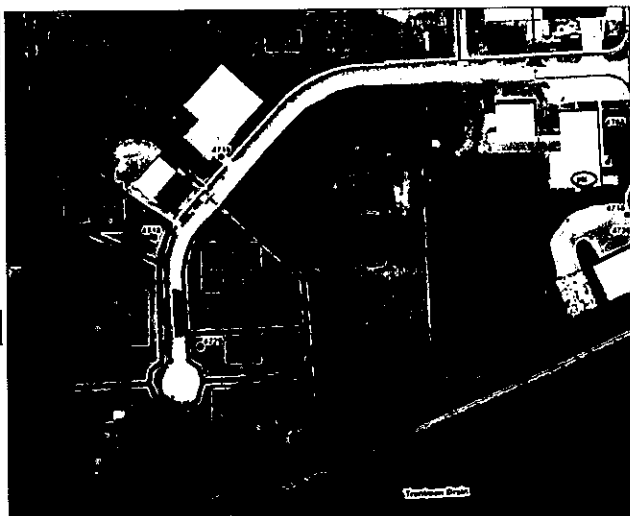
Name	Vacant Land
Address	4733 Arden Dr
City, State, Zip Code	Fort Wayne, IN, 46804
County	Allen
MSA	Fort Wayne, IN
APN	02-12-20-177-002.000-074

SALE INFORMATION

Buyer	Arroyo Daniel
Seller	Jra Realty Llc
Transaction Date	01/28/2020
Transaction Status	Recorded
Transaction Price	\$78,000
Analysis Price	\$78,000
Recording Number	2020005590
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Intended Use	Vacant Land	
Location	Average/Good	
Frontage	Typical	
Site Size	Acres	SF
Net	2.09	91,040
Gross	2.09	91,040
Zoning	I2	
Shape	Irregular	
Topography	Level	
Access	Average	
Exposure	Average	

**VACANT LAND****ANALYSIS INFORMATION**

Price	\$/Acre	\$/SF
Gross	\$37,321	\$0.86
Net	\$37,321	\$0.86

CONFIRMATION

Name	Fletcher Moppert	
Company	The Zacher Company	
Source	CoStar	
Date / Phone Number	12/28/2022	+1 260 422 8474

REMARKS

This site is part of a larger industrial park that is being developed. All utilities are available on site.

LAND SALES ADJUSTMENT TABLE

COMPARABLE		COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4	COMPARABLE 5
Name		Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land
Address		4130 Fourier Dr	3600 Block Metro Dr	3500 N Metro Dr	2100 Blk Wayne Haven St	4733 Arden Dr
City		Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne	Fort Wayne
SF		199,069	43,996	89,734	77,972	91,040
SALE INFORMATION						
Date		8/25/2021	2/12/2021	2/23/2022	6/11/2020	1/28/2020
Status		Recorded	Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Analysis Price		\$448,500	\$89,500	\$162,500	\$90,000	\$78,000
Price/SF		\$2.25	\$2.03	\$1.81	\$1.15	\$0.86
TRANSACTIONAL ADJUSTMENTS						
Property Rights		0%	0%	0%	0%	0%
Financing		0%	0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%	0%
Expenditures After the Sale		0%	0%	0%	0%	0%
Market Conditions ¹		3%	4%	2%	5%	6%
Subtotal Transactional Adj Price		\$2.32	\$2.11	\$1.85	\$1.21	\$0.91
PROPERTY ADJUSTMENTS						
Location		Average/Good	Average/Good	Average/Good	Average/Good	Average/Good
Adjustment		0%	0%	0%	0%	0%
Size		199,069	43,996	89,734	77,972	91,040
Adjustment		0%	0%	0%	0%	0%
Exposure		Average/Good	Average/Good	Average/Good	Average	Average
Adjustment		0%	0%	0%	5%	5%
Access		Average/Good	Average/Good	Average/Good	Average	Average
Adjustment		0%	0%	0%	5%	5%
Shape		Irregular	Rectangular	Rectangular	Rectangular	Irregular
Adjustment		0%	0%	0%	0%	0%
Site Utility Rating		Good	Average/Good	Average/Good	Average	Average
Adjustment		-10%	0%	0%	10%	10%
Subtotal Property Adjustment		-10%	0%	0%	20%	20%
TOTAL ADJUSTED PRICE		\$2.09	\$2.11	\$1.85	\$1.45	\$1.09
STATISTICS	UNADJUSTED	ADJUSTED				
LOW	\$0.86	\$1.09				
HIGH	\$2.25	\$2.11				
MEDIAN	\$1.81	\$1.85				
AVERAGE	\$1.62	\$1.72				

¹ Market Conditions Adjustment: 2%

Date of Value (for adjustment calculations): 12/30/22

LAND SALES ANALYSIS

Introduction

The comparable land sales indicate an adjusted value range from \$1.09 to \$2.11/SF, with a median of \$1.85/SF and an average of \$1.72/SF. The range of total gross adjustment applied to the comparables was from 2% to 26%, with an average gross adjustment across all comparables of 14%. The level of total adjustment applied to the comparables is considered minimal, an indication that the dataset is applicable to the subject and increases the credibility of the analysis. The adjustment process for each comparable land sale is discussed in the following paragraphs.

Discussion of Adjustments

Comparable 1 (\$2.09/SF as adjusted) required a total upward transaction adjustment of 3%. This comparable required a total downward adjustment of -10% for property characteristics. The total gross adjustment applied to this comparable was 13%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 2 (\$2.11/SF as adjusted) required a total upward transaction adjustment of 4%. This comparable did not require any property characteristic adjustments. The total gross adjustment applied to this comparable was 4%. The minimal amount of gross adjustments required for this comparable suggests it is similar to the subject, increasing its applicability for this analysis. Overall this comparable warrants primary consideration as a value indicator for the subject.

Comparable 3 (\$1.85/SF as adjusted) required a total upward transaction adjustment of 2%. This comparable did not require any property characteristic adjustments. The total gross adjustment applied to this comparable was 2%. The minimal amount of gross adjustments required for this comparable suggests it is similar to the subject, increasing its applicability for this analysis. Overall this comparable warrants primary consideration as a value indicator for the subject.

Comparable 4 (\$1.45/SF as adjusted) required a total upward transaction adjustment of 5%. This comparable required a total upward adjustment of 20% for property characteristics. The total gross adjustment applied to this comparable was 25%. The substantial level of gross adjustments required for this comparable reduces its reliability for valuation of the subject. Therefore, this comparable is given minimal consideration as a value indicator for the subject.

Comparable 5 (\$1.09/SF as adjusted) required a total upward transaction adjustment of 6%. This comparable required a total upward adjustment of 20% for property characteristics. The total gross adjustment applied to this comparable was 26%. The substantial level of gross adjustments required for this comparable reduces its reliability for valuation of the subject. Therefore, this comparable is given minimal consideration as a value indicator for the subject.

LAND VALUE CONCLUSION

The comparable land sales indicate an adjusted value range from \$1.09 to \$2.11/SF, with a median of \$1.85/SF and an average of \$1.72/SF. Based on the results of the preceding analysis, Comparable 1 (\$2.09/SF adjusted), Comparable 2 (\$2.11/SF adjusted), and Comparable 3 (\$1.85/SF adjusted) are given primary consideration for the subject's opinion of land value.

The following table summarizes the analysis of the comparables, reports the reconciled price per square foot value conclusion, and presents the concluded value of the subject site.

CALCULATION OF LAND VALUE								
COMP	ANALYSIS	ADJUSTMENT				NET GROSS		OVERALL COMPARISON
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ %	ADJ %	
1	\$2.25	3%	\$2.32	-10%	\$2.09	-7%	13%	PRIMARY
2	\$2.03	4%	\$2.11	0%	\$2.11	4%	4%	PRIMARY
3	\$1.81	2%	\$1.85	0%	\$1.85	2%	2%	PRIMARY
4	\$1.15	5%	\$1.21	20%	\$1.45	26%	25%	MINIMAL
5	\$0.86	6%	\$0.91	20%	\$1.09	27%	26%	MINIMAL
LOW	\$1.09					AVERAGE		\$1.72
HIGH	\$2.11					MEDIAN		\$1.85
COMPONENT								\$/SF CONCLUSION
								\$2.00

¹Cumulative ²Additive

Rounded to nearest \$10,000

INTRODUCTION

The Cost Approach is a set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structures,, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised.⁴

REPLACEMENT COST ANALYSIS

The following cost approach to value was developed based on replacement cost analysis. Replacement Cost is defined as: The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.⁵

Replacement cost includes both direct and indirect costs. Direct costs are expenditures for labor and materials used in the construction of improvements (also known as hard costs). Indirect costs are expenditures for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract (also known as soft costs). Indirect costs often include real property taxes during construction, professional fees, permanent financing fees, leasing commissions, marketing costs and contingency.

Replacement Cost New (Buildings)

This section calculates the replacement cost new of the subject building improvements by estimating total direct and indirect costs to which an entrepreneurial profit incentive is applied. Three sources were selected to support direct and indirect costs: Marshall Valuation Service, the developer's cost schedule and cost comparables. This selection is appropriate considering the scope and intended use of the appraisal, and given that the subject improvements are dated construction.

Marshall Valuation Service

Marshall Valuation Service is a comprehensive appraisal guide widely used throughout the United States for developing replacement costs and depreciated values of buildings and other improvements, and is largely considered the authority on building costs.

The table on the following page outlines the process I applied for developing replacement cost new of the subject building improvements with Marshall Valuation Service. First, the subject components were researched to identify the applicable base building costs per square foot. Next, the base building costs were adjusted for square foot refinements, height and size refinements, and current and local cost multipliers to determine an estimate of direct costs. After determining direct costs using Marshall Valuation Service, I then analyzed market evidence to estimate indirect costs. Finally, an appropriate developer's profit was applied to provide an indication of the replacement cost new.

⁴ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

⁵ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

REPLACEMENT COST NEW (BUILDINGS)			
MARSHALL VALUATION SERVICE DIRECT COST			
Number of Buildings	4		
Gross Building Area	14,275 SF	1	2
MVS Building Type	Industrial Shell		Office
Number of Stories			
Height per Story			
Component Description	Industrial Shell		Interior Finishes
MVS Section/Page/Class	14/35/S		
MVS Publication Date	Feb-2022		Feb-2022
Quality Rating	Good		Average
Component SF (Gross)	14,275		3,900
Base Cost (Per SF)	\$59.00		\$68.50
SQUARE FOOT REFINEMENTS			
Heating and Cooling	\$1.79		\$2.94
Subtotal	\$60.79		\$71.44
HEIGHT & SIZE REFINEMENTS			
Height Per Story Multiplier	1.000		1.000
Area/Perimeter Multiplier	1.000		1.000
Subtotal	\$60.79		\$71.44
COST MULTIPLIERS			
Current Cost Multiplier (3% Inflation From 3/19 to 2/22)	0.91		0.91
Local Multiplier	1.00		1.00
DIRECT COSTS PER SF	\$55.32		\$65.01
Indirect Cost (% of Direct) ¹	8%	8%	8%
INDIRECT COST PER SF	\$4.43		\$5.20
DIRECT & INDIRECT TOTAL PER SF	\$59.74		\$70.21
CALCULATION OF REPLACEMENT COST NEW WITH PROFIT			
Component SF (Gross)	14,275		3,900
Direct & Indirect Total	\$852,851		\$273,824
ENTREPRENEURIAL PROFIT % ¹	10%	10%	10%
Entrepreneurial Profit \$	\$85,285		\$27,382
TOTAL REPLACEMENT COST NEW	\$938,137		\$301,206
FINAL TOTAL REPLACEMENT COST NEW	\$938,137		\$301,206

¹Colliers International Estimate

Based on my research, indirect costs are typically 10% to 20% of direct cost for this type of development in the marketplace. Considering the size and project characteristics, I have estimated indirect costs at 8% of direct costs.

Entrepreneurial profit and overhead compensates the developer for project risk and management. It is unlikely that a developer would proceed with a development unless adequate profit is available to justify the effort. Based on anecdotal evidence provided by developers of similar Flex Space projects, profit is typically based on a percentage of replacement cost, generally 5% to 15%, depending upon project size, location, marketability and risk. An entrepreneurial profit and overhead allocation of 10% was used in this analysis.

The replacement cost new as developed with Marshall Valuation Service is summarized in the following table.

REPLACEMENT COST NEW SUMMARY (BUILDINGS)			
MARSHALL VALUATION SERVICE			
Direct & Indirect Costs		\$1,126,675	\$78.93/SF
Entrepreneurial Profit	@10%	\$112,668	\$7.89/SF
TOTAL REPLACEMENT COST NEW (RCN)		\$1,239,343	\$86.82/SF

Cost Comparables

The cost comparables selected for this analysis are summarized in the following table.

COMPARABLE COST TABLE											
NO.	REF NO.	DATE	COST	CONTINGENCY	CONTINGENCY	SOFT COSTS	SIZE(SF)	OFFICE(SF)	% OFFICE	COST/SF	COMMENTS
1	GRR220114	November-2022	\$2,000,000	\$86,978	4%	0%	28,000	2,261	8%	\$71.43	Standard Industrial with standard office
2	DTW220999	December-2022	\$668,930	\$0	0%	6%	8,960	1,500	17%	\$74.66	Standard Industrial with standard office
3	DTW221020	October-2022	\$2,034,587	\$0	0%	9%	17,800	300	2%	\$114.30	300 SF office - raised dock, specialized concrete apron for spill retention, step-up foundation. Specialty construction for chemical handling.
AVERAGE						5%	18,253	1,354	9%	\$86.80	

COST COMPARABLES			
COMPARABLE	1	2	3
Cost Year Built	2022	2022	2022
Property Type	Industrial	Industrial	Industrial
Gross Building Area	28,000 SF	8,960 SF	17,800 SF
Cost	\$2,000,000	\$668,930	\$2,034,587
Total Costs	\$2,000,000	\$668,930	\$2,034,587
Per Square Foot	\$71.43	\$74.66	\$114.30
LOW	\$71.43/SF		
HIGH	\$114.30/SF		
AVERAGE	\$86.80/SF		

The cost comparables ranged in size from 8,960 to 28,000 SF, with an average of 18,253 SF. The comparable buildings were built between 2022 and 2022. Included in the cost breakdown for each comparable are direct costs, indirect costs and profit. The replacement cost new (excluding site improvements) of the cost comparables ranged from \$71.43/SF to \$114.30/SF, and averaged \$86.80/SF.

Building Replacement Cost New Conclusion (Buildings)

The following table summarizes the indicators that were used to estimate the replace cost new of the subject building improvements and the reconciled conclusion.

REPLACEMENT COST NEW ESTIMATES CONCLUSION (BUILDINGS)		
APPROACH	TOTAL	\$/SF
Marshall Valuation Service Cost Estimate	\$1,239,343	\$86.82
Cost Comparables	\$1,239,016	\$86.80
CONCLUDED REPLACEMENT COST NEW (BUILDINGS)	\$1,239,343	\$86.82

The analysis supports a range for replacement cost new of the building improvements from \$86.80 to \$86.82/SF. Primary weight was placed on the Marshall Valuation Services cost estimate in the reconciled conclusion of \$86.82.

Depreciation Analysis (Buildings)

The following table details the depreciation estimate developed for the subject building improvements.

DEPRECIATION ANALYSIS (BUILDINGS)		
	1	2
Component Description	Industrial Shell	Interior Finishes
TOTAL REPLACEMENT COST NEW	\$938,137	\$301,206
LESS: Physical Curable	\$0	\$0
LESS: Functional Curable	\$0	\$0
LESS: Functional Incurable	\$0	\$0
Subtotal Adjusted Replacement Cost New	\$938,137	\$301,206
Age/Life Analysis		
Economic Life	50	20
Effective Age	30	10
Remaining Economic Life	20	10
Percent Depreciated	60.0%	50.0%
LESS: Age/Life Depreciation	(\$562,882)	(\$150,603)
Adjusted Replacement Cost New	\$375,255	\$150,603
LESS: Economic Obsolescence (External) 0%	\$0	\$0
Depreciated Replacement Cost New (Buildings)	\$375,255	\$150,603

My analysis of depreciation reflects physical and functional curable prior to consideration of physical and functional incurable items, which are treated as components of the age-life analysis. The subject is about 52 years old in actual age, but was reportedly updated several times over the years, lowering the effective age to around 58% of the actual age of the improvements. The office was improved at a later date, but office improvements have a shorter life than structural components. A total life to the office improvements of 20-years was applied, with a 10-year effective age as of the date of loss.

The depreciation analysis for the subject building improvements is summarized in the following table.

DEPRECIATION ANALYSIS SUMMARY (BUILDINGS)		
APPROACH	TOTAL	\$/SF
TOTAL REPLACEMENT COST NEW	\$1,239,343	\$87
LESS: Physical Curable	\$0	\$0
LESS: Functional Curable	\$0	\$0
LESS: Functional Incurable	\$0	\$0
LESS: Age/Life Depreciation	(\$713,485)	-\$50
LESS: Economic Obsolescence (External)	\$0	\$0
Depreciated Replacement Cost New (Buildings)	\$525,858	\$37

COST APPROACH CONCLUSION

The Cost Approach analysis and conclusion are presented in the following table.

COST APPROACH VALUE CONCLUSION		
IMPROVEMENTS (BUILDINGS)		
Direct & Indirect Costs		\$1,126,675
PLUS: Entrepreneurial Profit		\$112,668
LESS: Total Depreciation		(\$713,485)
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS (BUILDINGS)		\$525,858
IMPROVEMENTS (SITE)		
Direct & Indirect Costs		\$0
PLUS: Entrepreneurial Profit		\$0
LESS: Total Depreciation		\$0
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS (SITE)		\$0
SUMMARY (ALL IMPROVEMENTS)		
Adjusted Costs/Cost New		\$1,126,675
PLUS: Total Entrepreneurial Profit		\$112,668
TOTAL REPLACEMENT COST NEW		\$1,239,343
LESS: Total Depreciation		(\$713,485)
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS		\$525,858
RETROSPECTIVE VALUE	\$37/SF	\$530,000

Rounded to nearest \$10,000

INTRODUCTION

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Understanding the profiles of potential buyers and their typical reliance on each approach to value strongly influences the weighting process.

In the open market, the subject property type would command most interest from regional and local buyers that are actively pursuing similar small owner-user properties. There is currently steady buyer demand for substitute properties of the subject based on the volume of sale transactions and reports by buyers, sellers and other market participants during confirmation of market transactions. The most probable buyer is an owner user.

Based on the overall quality of the data and analyses, and considering the decision-making process of the typical buyer profile of the subject asset, both approaches were given equal weight in concluding the depreciated insurable value of the subject as of the retrospective date.

PRESENTATION OF VALUE CONCLUSIONS

My opinion of value reflects the available information gathered and provided to us, as presented in this report, and does not predict future performance.

The following table summarizes my final opinion of the Depreciated Insurable Value of the subject property's fee simple interest.

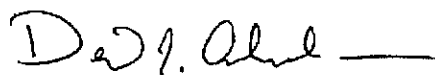
ANALYSIS OF VALUE CONCLUSIONS	
VALUATION INDICES	RETROSPECTIVE VALUE
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	MARCH 20, 2019
Cost Approach	\$530,000
Sales Comparison Approach	\$570,000
FINAL VALUE CONCLUSION (INSURABLE VALUE)	\$550,000
\$/SF	\$39/SF

I certify that, to the best of my knowledge and belief:

- › The statements of fact contained in this report are true and correct.
- › The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- › The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- › David Abraham, MAI, SRA has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- › The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- › The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- › The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- › The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- › David Abraham, MAI, SRA inspected the property that is the subject of this report.
- › No one provided significant real property appraisal assistance to appraiser signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report David Abraham, MAI, SRA completed the continuing education program for Designated Members of the Appraisal Institute.



December 30, 2022

Date

David Abraham, MAI, SRA
 Managing Director | Michigan
 Certified General Real Estate Appraiser
 State of Indiana License #TP22200820
 +1 248 226 1872
 david.abraham@colliers.com

This appraisal is subject to the following assumptions and limiting conditions:

- › The appraiser may or may not have been provided with a survey of the subject property. If further verification is required, a survey by a registered surveyor is advised.
- › I assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- › The exhibits in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility in connection with such matters.
- › Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- › The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- › Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- › This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- › The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- › The statements of value and all conclusions shall apply as of the dates shown herein.
- › There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- › Without the written consent or approval of the author neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the firm with which the appraiser is connected.
- › This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the author no portion of the report stands alone.
- › The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- › The liability of Colliers International Valuation & Advisory Services, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- › The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Colliers International Valuation & Advisory Services and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal

injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- › The appraiser assumes no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. Colliers International Valuation & Advisory Services, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- › An on-site inspection of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- › A detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- › This analysis assumes that the financial information provided for this appraisal, including rent rolls and historical income and expense statements; accurately reflect the current and historical operations of the subject property.

Professional Service Agreement

Subject Data

Valuation Glossary

Qualifications of Appraiser

Qualifications of Colliers International Valuation & Advisory Services

Colliers Valuation & Advisory Services

Professional Service Agreement

Colliers

2 Corporate Drive, Suite 300
 Southfield, MI 48076
 DIR +1 248.540.1000
 WEB www.colliers.com/valuationadvisory

December 14, 2022

David Abraham, MAI, SRA
 Managing Director | Detroit
 2 Corporate Drive, Suite 300
 Southfield, MI 48076
 O: 248.540.1000
 david.abraham@colliers.com

Martin Gardner
Gardner & Rans, P.C. | Attorneys at Law
 117 Perspective Drive, Suite 2
 Granger, IN 46530
 croe@gardnerandrans.com
 Tel 574 233 6035 | Fax 574 233 6046

RE: Appraisal of 6231 MacBeth Road, Fort Wayne, IN

Dear Mr. Gardner:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT
("Agreement")

Project / Location	6231 MacBeth Road, Fort Wayne, IN 46809 ("Property")
Project Description	Case of REPUBLIC SERVICES OF INDIANA, LP. V. COE HEATING & AIR CONDITIONING, INC. and GAS-FIRED PRODUCTS, INC. d/b/a SPACE-RAY. Provide a market value of the fire-damaged or destroyed building (improvements only) as of the retrospective date of loss, or a current date as needed.
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and Gardner & Rans, P.C. (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for Gardner & Rans, P.C. Intended users include the Client. No other users are intended. It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Legal Proceedings in Named Case. The report is not intended for any other use.
Purpose	Depreciated Insurable Market Value (Fair Market Value)
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be fully described within this document.

Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by appraiser)
Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, Indiana Court Rules, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none">› Retrospective As Of: Day Prior to the Date of Loss <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none">› Land Value (If Applicable)› Cost Approach (If Applicable)› Sales Comparison Approach (If Applicable)› Income Capitalization Approach (including Direct Capitalization) (If Applicable)› Approaches applicable to the Scope of Work <p>A site and exterior only observation of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	<p>Draft Appraisal: Delivered on 12/28/2022 pending receipt of retainer received on or before 12/19/2022, with authorization and receipt of property specific information.</p> <p>Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).</p>
Professional Fee	<p>\$6,450</p> <p>The fee here is for report delivery only. There will be an additional \$6,000 retainer paid 5 business days prior to any testimony, with time to be billed as stated in Paragraph 16 of the Terms & Conditions Attached.</p>
Expenses	Fee includes all associated expenses.
No. of Reports	<p>One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal.</p> <p>No printed copies will be delivered to the client.</p>
Retainer	<p>The entire fee is required prior to our proceeding.</p> <p><u>To Pay By Check:</u> Please remit all payments to Colliers International Valuation & Advisory Services 26791 Network Place Chicago, IL 60673-1267 **Please include the property name or address on the memo line**</p> <p><u>Wire Instructions:</u> JP Morgan Chase Bank, NA Chicago, IL 70-2322/719 Account Name: Colliers International Valuation & Advisory Services, LLC Account No. 899559074 ABA No. 021000021 ACH Payment Transit Routing Number: 071000013 Swift code for International Wires ONLY: CHASUS33 **Please include the property name or address in addenda/memo payment information**</p> <p>Please send notification to CIVASAccounting@colliers.com when payment has been sent.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- › Survey with Legal Description & Site Size
- › Title Report
- › Wetland Delineation Map (if applicable)
- › Engineering studies, soil tests or environmental assessments
- › Ground lease (if applicable)
- › Existing Building or Improvement Plans
- › Individual Floor or Unit Plans
- › Current County Property Tax Bill
- › Details on any Sale, Contract, or listing of the property in the past 3 years
- › Construction Cost/Budget (within past 3 years)
- › Detailed list of personal property items
- › Property Condition Report
- › Details regarding the historical and future replacement schedule (i.e., carpets, appliances, cabinetry, laundry facilities, HVAC, etc.)
- › Capital improvements history (2 years) & budget
- › Three year & YTD Income & Expenses
- › Current Budget
- › Detailed occupancy report for the past 3 years and YTD
- › Detailed current certified rent roll indicating any vacant units and in-place rents
- › Details regarding any pending changes to the rent roll including any negotiated side deals to delay or forgive rent payments
- › Aged Accounts/Delinquency Report
- › Details regarding any concessions currently being offered for new and existing tenants
- › Marketing plan and/or local competitive study, if available
- › Copy of recent Appraisals or Market Studies
- › Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
- › Property Contact _____

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, **Martin Gardner**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

Martin J. Gardner

Date: 12-14-2022

Martin Gardner
Gardner & Rans, P.C. | Attorneys at Law

Respectfully,

Colliers International Valuation & Advisory Services, LLC

David Abraham

David Abraham, MAI, SRA
Managing Director | Detroit
O: 248.540.1000
david.abraham@colliers.com

Terms and Conditions

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its

directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.

- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

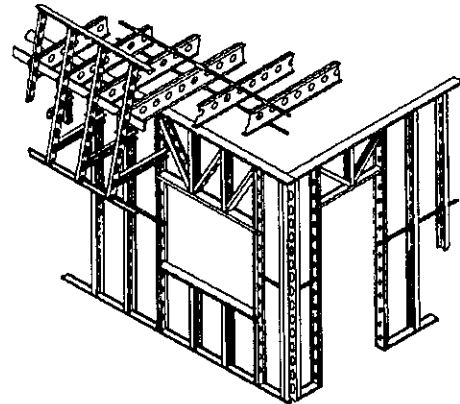
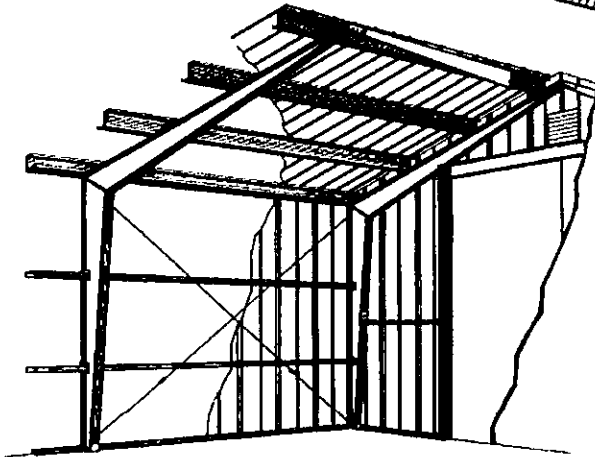
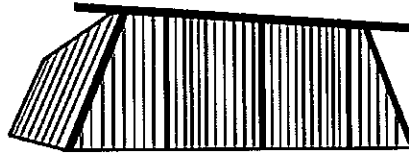
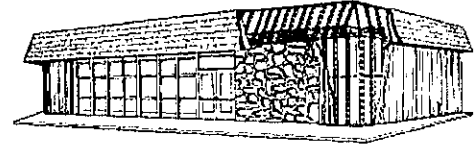
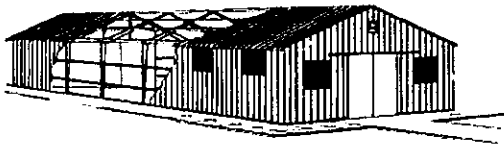
CLASS S BUILDINGSSECTION 1 PAGE 9
February 2022

Class S buildings are characterized by incombustible construction and prefabricated structural members. The exterior walls may be steel studs or an open-steel-skeleton frame with exterior single or sandwich wall coverings consisting of prefabricated panels or sheet siding. Floors and roofs are supported on steel joists or beams, or the floor may be concrete slab on grade. Upper floors or roofs may consist of metal deck, prefabricated panels or sheathing.

Class S slant-wall buildings (a subset of Class S) are characterized by incombustible construction

and light, prefabricated structural members. They are not fire-resistant buildings. The exterior walls and roof coverings are prefabricated metal panels or sheet siding supported by an open-steel skeleton slant (modified A) frame. Ground floors are typically concrete slabs.

Included in this classification are Uniform and Standard Building Code construction, Type IV (non-combustible), Basic Code Type V and ISO Class 3 buildings. This class is also referred to as Noncombustible and can be One-hour Type II construction.



CALCULATOR METHOD

SECTION 14 PAGE 35
February 2022

ALTERNATE METHOD

This method is presented as an alternative to the normal calculator method, which includes average office/shop space commensurate with the occupancy type and quality level. Listed below are typical office-finish costs based on actual office space, which can be added to a basic shell cost for a complete building cost. For two-story offices, add mezzanine structure cost, which includes a weighting for additional fenestration and exterior trim.

LIGHT INDUSTRIAL/WAREHOUSE SHELL BUILDINGS (454)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	Sq. M.	COST Cu. Ft.	Sq. Ft.
C	Good	Good frame and wall panels, elastomeric roof, good fenestration	6" - 7" hardened slab, painted walls	Good fluorescent or high bay factory lighting and utilities	None	699.65	4.64	65.00
	Average	Light frame or bearing walls, block or tilt-up, some trim, storefront, windows	5" - 6" slab, sealer, exposed insulation	Adequate general warehouse lighting and utilities	None	505.90	3.36	47.00
	Low cost	Light block or tilt-up, built-up cover, paneled roof, small storefront entry	Light concrete slab, no interior paint	Minimum single-tube fluorescent or high bay (18 f.c.), sewer and water service	None	365.97	2.43	34.00
	Cheap	Light tilt-up, paneled roof, small entry	Unfinished, adequate slab	Minimum lighting and rough plumbing	None	293.32	1.95	27.25
D	Good	Good frame with stucco or siding, some ornamentation	6" - 7" hardened slab, painted walls	Good fluorescent or high bay factory lighting and utilities	None	651.22	4.32	60.50
	Average	Wood studs, stucco, wood rafters and sheathing, some trim	5" - 6" slab, sealer, exposed insulation	Adequate general warehouse lighting and utilities	None	465.54	3.09	43.25
DPOLE	Average	Pole frame, metal siding, lined and insulated, some trim, storefront, windows	5" - 6" slab, sealer, exposed insulation	Adequate general warehouse lighting and utilities	None	379.43	2.52	35.25
	Low cost	Pole frame, metal siding, little fenestration, exposed insulation	Light concrete slab	Minimum single-tube fluorescent or high bay (18 f.c.), sewer and water service	None	271.79	1.80	25.25
	Cheap	Pole frame, light metal utility siding, minimal openings, no storefront	Unfinished, light utility slab, exposed frame	Minimum utility lighting and rough plumbing	None	210.97	1.40	19.60
S	Good	Good steel frame, heavy metal siding, sandwich panels, good fenestration, trim	6" - 7" hardened slab, some finished wainscot or liner	Good fluorescent or high bay factory lighting and utilities	None	635.07	4.21	59.00
	Average	Steel frame, siding or sandwich panels, some trim, storefront entry, windows	5" - 6" slab, sealer, exposed insulation	Adequate general warehouse lighting and utilities	None	452.08	3.00	42.00
	Low cost	Light steel frame, metal siding, little fenestration, exposed insulation	Light concrete slab, no interior liner	Minimum single-tube fluorescent or high bay (18 f.c.), sewer and water service	None	320.23	2.12	29.75
	Cheap	Light pre-eng. frame, light metal utility siding, minimal openings, no storefront	Unfinished, light utility slab, exposed frame	Minimum utility or high bay lighting and rough plumbing	None	243.26	1.61	22.60

NOTE: The base wall height is 14 feet (4.27 meters). Add or deduct 2% per foot. For draft curtains, add 2.01 to 2.63 per square foot (21.64 to 28.31 per square meter) of curtain. Add for heat from Page 38. The cheap industrial utility shell is comparable to the shed structures found in Section 17, except for slightly heavier commercial frame, fenestration and trim. For greater detail, see Section 64. Cold storage insulation can be added from Section 44 or 58. To convert illumination in foot candles (f.c.) to lumens per square meter, multiply by 10.764.

INDUSTRIAL, INTERIOR OFFICE SPACE (994)
(SQUARE FOOT OF OFFICE FINISH)

TYPE	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	Sq. M.	COST Cu. Ft.	Sq. Ft.
Excellent	Good executive suites, cafeteria, glazed finishes, hardwoods	Good fixtures, kitchen, some extras	Heat pump	1905.21	12.64	177.00
Good	Good plaster, partitions, paneling, suspended acoustic, carpet, tile or vinyl, good meeting or showroom space	Good fluorescent lighting, good restrooms and fixtures, some tile	Package A.C.	1216.32	8.07	113.00
Average	Average drywall or plaster, acoustic tile, vinyl composition or carpet, adequate shelving and counters	Adequate lighting and outlets, average restrooms and fixtures	Forced Air	737.33	4.89	68.50
Low cost	Low-cost partitions, paint, suspended ceiling, vinyl composition, minimal counters and shelving	Minimum lighting and plumbing, few extras, small restroom	Electric wall heaters	444.01	2.95	41.25
Good office mezzanine structure	Metal structure and concrete deck over offices, stairs and railings	Included in office cost	Included in office cost	417.10	-----	38.75
Average office mezzanine structure	Wood structure and deck over offices, stairs and railings	Included in office cost	Included in office cost	330.99	-----	30.75

NOTE: The base office wall height is 8' (2.44 meter). Add or deduct 2% for each foot (.305 meter) of deviation. Partition density can cause the costs to vary as much as plus or minus 30%. For shop plumbing, including enclosure, add 5450.00 plus 4250.00 per fixture. For bay height partition walls, per square foot of wall: frame, one-hour construction at 8.65 to 17.75 for three-hour (93.11 to 191.06 per square meter); masonry costs 12.60 to 14.50 per square foot (135.63 to 156.08 per square meter) of wall area. For prefabricated modular offices and mezzanines, see Section 64.

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SECTION 14 PAGE 36
February 2022

CALCULATOR METHOD

GARAGES, INDUSTRIALS, LOFTS AND WAREHOUSES
REFINEMENTS

On this page and the next are means of making adjustments to the base costs given in this section. The component parts which are not defined, such as the roof or foundation, are considered to be commensurate with the general quality of the building. If further refinements are required or the construction is unusual, either price entirely or adjust the base costs by the Segregated Cost System, Section 44. Special items which should be added to the total cost may be added from the Unit-in-Place cost sections.

HEATING AND COOLING

These costs are averages of the total cost of the entire heating or cooling installation, including its prorated share of the contractor's overhead and profit and the architect's fees. If the heating found in the building being appraised is different from that indicated for the base being used, take the difference between the costs of the two and add to or subtract from the base square foot cost. If a cubic foot cost is used, use one-fourteenth (1/14) the difference shown to adjust the base cubic foot cost. All of the heating costs included in the base costs are those listed under "Moderate Climate." For specific system costs not found below, see Section 44 or 53. For laminar flow clean rooms, see Section 44.

COOLING ONLY

Cooling costs in industrial buildings are dependent on the summer heat load, types of walls and roof, type of manufacturing, number of partitions, and traffic in and out. In general, the following figures will serve as a guide for picking the proper cost of separate cooling. For cold-storage refrigeration, see Page 24 or Section 58 for greater detail.

TYPE	SQUARE METER COSTS			SQUARE FOOT COSTS		
	Mild Climate	Moderate Climate	Extreme Climate	Mild Climate	Moderate Climate	Extreme Climate
Central refrigeration with ducts and zone controls	76.10	111.41	163.07	7.07	10.35	15.15
Package refig. (short ductwork)	53.93	76.42	107.64	5.01	7.10	10.00
Central evaporative (with ducts)	39.40	51.67	67.38	3.66	4.80	6.26
Package refrigeration	252.00	to 1790.00 per ton of rated capacity.				
Evaporative coolers	414.00	to 2360.00 per thousand CFM of rated capacity.				

ELEVATORS

Lump sum cost per elevator plus the cost per stop or landing, including the ground level. Use the cost per stop for basement and mezzanine stops. See Section 58 for more detailed costs, for glass observation elevators and for personnel lift costs.

TYPE	Low	Average	Good	Excellent
Passenger, 2- to 3-story	58500.00	68750.00	81000.00	95500.00
4-story and over	102000.00	117000.00	134000.00	154000.00
add cost per stop	8500.00	9600.00	11200.00	12900.00
Freight, base cost, 2- to 3-story	45200.00	59750.00	79000.00	104000.00
4-story and over	88750.00	112000.00	142000.00	179000.00
add, cost per stop, manual doors	11500.00	12500.00	13500.00	14700.00
power doors	19900.00	21700.00	23700.00	25600.00
Escalators, each stairway	238000.00	255000.00	272000.00	291000.00
Vertical wheelchair lifts, each	15400.00	19600.00	25000.00	31800.00

HEATING ONLY

TYPE	SQUARE METER COSTS			SQUARE FOOT COSTS		
	Mild Climate	Moderate Climate	Extreme Climate	Mild Climate	Moderate Climate	Extreme Climate
Electric, baseboard or cable	40.15	59.20	87.62	3.73	5.50	8.14
radiant panel	38.10	49.51	64.48	3.54	4.60	5.99
Electric wall heaters (incl FWA)	20.99	27.45	35.74	1.95	2.55	3.32
Forced-air furnace	45.85	67.27	88.92	4.26	6.25	9.19
Hot water, baseboard/convactor	74.16	114.10	175.45	6.89	10.60	16.30
radiant floor or ceiling	71.80	116.25	187.83	6.67	10.80	17.45
Space heaters, with fan	18.51	30.68	49.94	1.72	2.85	4.64
radiant	22.17	34.98	55.86	2.06	3.25	5.19
Steam (incl. boiler)	70.83	103.87	152.85	6.58	9.65	14.20
(without boiler)	56.94	87.19	132.93	5.29	8.10	12.35
Wall or floor furnaces	22.17	29.60	40.15	2.06	2.75	3.73

HEATING AND COOLING - EXCEPT LABORATORY BUILDINGS

Package A.C. (short ductwork)	84.39	127.55	193.21	7.84	11.85	17.95
Warm and cool air (zoned)	110.87	171.15	264.25	10.30	15.90	24.55
Hot and chilled water (zoned)	192.14	293.32	444.01	17.85	27.25	41.25
Heat-pump system	90.74	148.00	242.19	8.43	13.75	22.50
add for gnd. loop heat source	23.47	40.90	71.80	2.18	3.80	6.67
Individual thru-wall heat pumps	39.40	62.97	101.40	3.66	5.85	9.42
Small individual heat pumps cost 2120.00 to 2875.00 per ton of rated capacity.						

VENTILATION ONLY

Ventilation (blowers and ducts) or smoke removal system	13.76	19.91	28.95	1.26	1.85	2.69
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SECTION 14 PAGE 38
February 2022

CALCULATOR METHOD

GARAGES, INDUSTRIALS, LOFTS AND WAREHOUSES
FLOOR AREA - PERIMETER MULTIPLIERS

AVERAGE FLOOR AREA		M. FT.	AVERAGE PERIMETER																M. FT.	AVERAGE FLOOR AREA	
Sq. M.	Sq. Ft.		30	38	46	53	61	76	91	107	122	137	152	163	213	244	274	305		Sq. Ft.	Sq. M.
93	1,000		1.252	1.360	1.468	1.576														1,000	93
139	1,500	1.112	1.182	1.252	1.323	1.395														1,500	139
186	2,000		1.095	1.147	1.199	1.252	1.360													2,000	186
232	2,500			1.083	1.125	1.168	1.252	1.340	1.430											2,500	232
279	3,000				1.077	1.112	1.182	1.252	1.323	1.395										3,000	279
372	4,000				1.013	1.040	1.094	1.147	1.199	1.252	1.306									4,000	372
465	5,000					.996	1.040	1.083	1.125	1.168	1.210	1.252								5,000	465
557	6,000						1.004	1.040	1.077	1.112	1.147	1.182	1.252							6,000	557
650	7,000							1.008	1.040	1.071	1.102	1.132	1.192	1.252						7,000	650
743	8,000							.984	1.013	1.040	1.068	1.094	1.147	1.199	1.252					8,000	743
929	10,000								.972	.996	1.019	1.040	1.083	1.125	1.168	1.210				10,000	929
1,116	12,000								.965	.984	1.003	1.040	1.077	1.112	1.147	1.182				12,000	1,116
1,301	14,000								.945	.961	.977	1.008	1.040	1.071	1.102	1.132				14,000	1,301
1,486	16,000									.943	.957	.984	1.013	1.040	1.068	1.094				16,000	1,486
1,672	18,000										.929	.942	.967	.991	1.016	1.040	1.065			18,000	1,672
1,858	20,000											.926	.949	.972	.996	1.019	1.040			20,000	1,858
2,323	25,000											.907	.924	.942	.959	.977	.996			25,000	2,323
2,787	30,000												.907	.921	.935	.949	.965			30,000	2,787
3,252	35,000												.896	.907	.919	.932	.945			35,000	3,252
3,716	40,000													.899	.907	.916	.926			40,000	3,716
4,181	45,000														.898	.907	.916			45,000	4,181
4,645	50,000															.891	.898	.907		50,000	4,645

AVERAGE FLOOR AREA		M. FT.	AVERAGE PERIMETER																M. FT.	AVERAGE FLOOR AREA	
Sq. M.	Sq. Ft.		274	305	335	366	396	427	457	488	518	549	579	610	671	731	792	914		Sq. Ft.	Sq. M.
1,858	20,000	1.019	1.040	1.062	1.083															20,000	1,858
2,323	25,000	.977	.996	1.015	1.032	1.049	1.066													25,000	2,323
2,787	30,000	.949	.965	.980	.995	1.010	1.025	1.040												30,000	2,787
3,252	35,000	.932	.945	.957	.969	.982	.995	1.008	1.021											35,000	3,252
3,716	40,000	.916	.926	.937	.949	.961	.972	.984	.995	1.007	1.019									40,000	3,716
4,181	45,000	.907	.916	.926	.935	.945	.955	.965	.975	.985	.995	1.005	1.015							45,000	4,181
4,645	50,000	.898	.907	.916	.924	.933	.942	.950	.959	.968	.977	.986	.996	1.005						50,000	4,645
5,574	60,000	.889	.895	.901	.907	.914	.921	.928	.935	.942	.949	.957	.965	.980	.995					60,000	5,574
6,503	70,000	.877	.884	.890	.896	.902	.907	.913	.919	.925	.932	.939	.945	.957	.969	.982				70,000	6,503
7,432	80,000	.869	.875	.881	.887	.893	.898	.903	.907	.911	.916	.921	.926	.937	.949	.961	.984			80,000	7,432
9,290	100,000		.863	.868	.872	.877	.882	.887	.891	.895	.899	.903	.907	.916	.924	.933	.950			100,000	9,290
11,148	120,000		.856	.859	.863	.867	.871	.875	.879	.883	.887	.891	.895	.901	.907	.914	.928			120,000	11,148
13,006	140,000		.851	.854	.857	.860	.863	.867	.871	.874	.877	.880	.884	.890	.896	.902	.913			140,000	13,006
14,864	160,000			.850	.853	.855	.858	.860	.863	.866	.869	.872	.875	.881	.887	.893	.903			160,000	14,864
16,722	180,000			.846	.849	.851	.854	.856	.858	.860	.863	.866	.869	.874	.879	.884	.895			180,000	16,722
18,580	200,000				.846	.848	.850	.853	.855	.857	.859	.861	.863	.868	.873	.877	.887			200,000	18,580
20,903	225,000					.845	.847	.849	.851	.853	.855	.856	.858	.862	.867	.871	.879			225,000	20,903
23,226	250,000						.842	.844	.846	.848	.849	.851	.853	.855	.858	.862	.866	.873		250,000	23,226
25,548	275,000						.839	.841	.843	.845	.847	.848	.850	.852	.855	.858	.862	.868		275,000	25,548
27,871	300,000							.839	.841	.842	.844	.846	.847	.849	.852	.855	.857	.863		300,000	27,871
32,516	350,000							.835	.836	.839	.840	.841	.843	.845	.847	.850	.853	.857		350,000	32,516
37,161	400,000								.835	.836	.838	.840	.841	.843	.846	.848	.853			400,000	37,161
46,451	500,000								.831	.832	.833	.834	.835	.838	.840	.842	.846			500,000	46,451

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CALCULATOR METHODSECTION 14 PAGE 39
February 2022**GARAGES, INDUSTRIALS, LOFTS AND WAREHOUSES**
FLOOR AREA – PERIMETER MULTIPLIERS

AVERAGE FLOOR AREA		M.	AVERAGE PERIMETER																AVERAGE FLOOR AREA	
Sq. M.	Sq. Ft.		2000	2200	2400	2600	3000	3500	4000	4500	5000	5500	6000	6500	7000	7500	8000	FT.	Sq. Ft.	Sq. M.
27,871	300,000		.849	.852	.855	.857	.863	.872	.880										300,000	27,871
32,516	350,000		.845	.847	.850	.853	.857	.863	.871										350,000	32,516
37,161	400,000		.841	.843	.846	.848	.853	.858	.863	.870	.875								400,000	37,161
46,451	500,000		.835	.838	.840	.842	.846	.850	.855	.859	.863	.868	.873						500,000	46,451
55,741	600,000					.837	.841	.845	.849	.853	.856	.859	.863	.867					600,000	55,741
65,032	700,000						.836	.841	.845	.848	.851	.854	.857	.860	.863	.867			700,000	65,032
74,322	800,000						.834	.837	.841	.844	.847	.850	.853	.856	.858	.860	.863		800,000	74,322
83,612	900,000						.832	.835	.838	.841	.843	.847	.849	.851	.854	.856	.858		900,000	83,612
92,902	1,000,000							.832	.835	.838	.841	.843	.846	.848	.850	.853	.855		1,000,000	92,902
102,192	1,100,000							.831	.833	.835	.839	.841	.843	.846	.848	.850	.852		1,100,000	102,192
111,483	1,200,000							.832	.834	.836	.839	.841	.843	.845	.847	.849			1,200,000	111,483
120,773	1,300,000								.832	.834	.836	.839	.841	.843	.845	.847			1,300,000	120,773
130,063	1,400,000								.831	.833	.835	.836	.839	.841	.843	.845			1,400,000	130,063
139,353	1,500,000								.830	.832	.833	.835	.837	.839	.841	.843			1,500,000	139,353

NOTE: For larger buildings, enter the table by taking half the area and half the perimeter.

STORY HEIGHT MULTIPLIERS

Multiply the base cost by the following multipliers for any variation in average story height from the base of 14 feet (4.27 meters). For extremely high-pitched roofs (see Section 10), use the height of the eaves plus one-half the height from the eaves to the ridge as the effective height.

In some buildings it is better to compute the total volume and divide by the total square feet of floor area to get an effective height to use.

AVERAGE WALL HEIGHT		SQUARE FOOT OR SQUARE METER MULTIPLIER	CUBIC FOOT MULT.	AVERAGE WALL HEIGHT		SQUARE FOOT OR SQUARE METER MULTIPLIER	CUBIC FOOT MULT.	AVERAGE WALL HEIGHT		SQUARE FOOT OR SQUARE METER MULTIPLIER	CUBIC FOOT MULT.
(M.)	(FT.)			(M.)	(FT.)			(M.)	(FT.)		
2.44	8	.885	1.567	7.31	24	1.231	.718	16.76	55	2.075	.528
3.05	10	.921	1.289	7.92	26	1.281	.690	18.29	60	2.225	.519
3.66	12	.960	1.120	8.53	28	1.331	.686	21.33	70	2.530	.506
4.27	14	1.000 (base)	1.000	9.14	30	1.382	.645	24.38	80	2.845	.498
4.88	16	1.041	.911	10.67	35	1.515	.606	27.43	90	3.161	.492
5.49	18	1.085	.844	12.19	40	1.650	.577	30.48	100	3.461	.485
6.10	20	1.133	.794	13.72	45	1.788	.556	33.52	110	3.738	.476
6.71	22	1.181	.752	15.24	50	1.930	.540	36.57	120	3.977	.464

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LOCAL MULTIPLIERS

SECTION 99 PAGE 7
July 2022

Apply to costs brought up-to-date from preceding pages. Do not apply to Section 98 or any other indexes.

UNITED STATES

CLASS	A	B	C	D	S	CLASS	A	B	C	D	S	CLASS	A	B	C	D	S
COLORADO	0.99	1.02	1.02	1.02	1.02	FLORIDA (Continued)	0.96	0.95	0.97	0.97	0.98	ILLINOIS (Continued)	1.04	1.12	1.10	1.11	1.10
Aspen	1.09	1.12	1.11	1.10	1.10	Miami	0.95	0.96	0.95	0.95	0.96	Normal	1.04	1.07	1.07	1.06	1.05
Boulder	0.95	0.99	0.98	0.98	0.99	Naples	0.96	0.95	0.96	0.94	0.95	Peoria	1.06	1.10	1.11	1.09	1.08
Colorado Springs	0.96	1.00	0.97	0.99	1.00	Ocala	1.00	1.00	0.98	0.98	0.96	Quincy	1.06	1.06	1.06	1.07	1.06
Costilla County	0.95	0.98	0.88	0.88	0.89	Orlando	1.01	0.98	0.97	0.98	1.00	Rock Island	1.10	1.13	1.12	1.12	1.10
Denver	0.99	1.01	1.00	1.00	1.02	Palm Beach	0.81	0.84	0.82	0.84	0.82	Rockford	1.22	1.21	1.23	1.23	1.21
Durango	0.91	0.91	0.92	0.90	0.93	Panama City	0.87	0.86	0.85	0.88	0.87	Skokie	1.00	1.03	1.05	1.03	1.03
Eagle Co. (x/resort areas)	0.93	0.95	0.95	0.95	0.95	Pensacola	1.00	1.00	0.99	1.00	0.99	Springfield	1.06	1.07	1.08	1.08	1.08
Fort Collins	0.95	1.00	1.02	1.00	1.00	Pinellas County	0.99	0.99	0.97	1.00	0.98	Urbana	1.20	1.21	1.22	1.19	1.21
Grand Junction	0.96	1.00	1.01	1.01	0.99	Sarasota	0.95	0.95	0.95	0.95	0.97	Waukegan	1.02	1.01	1.01	1.01	1.02
Greeley	0.94	0.98	0.97	0.97	0.97	Tallahassee	0.99	0.99	0.99	1.00	0.98	INDIANA	0.97	0.94	0.94	0.95	0.96
Gunnison County	0.87	0.90	0.91	0.91	0.90	Tampa	0.92	0.92	0.89	0.88	0.89	Anderson	0.99	0.98	0.98	0.98	1.01
Ki Carson County	0.88	0.92	0.91	0.91	0.91	Verona Beach	0.96	0.96	0.91	0.88	0.92	Bloomington	0.98	0.99	0.97	0.97	0.97
Logan County	0.95	0.98	1.00	0.99	1.00	GEORGIA	0.92	0.92	0.89	0.88	0.89	Columbus	1.04	1.03	1.01	1.01	1.04
Longmont	0.94	0.98	1.02	1.00	0.98	Albany	0.96	0.96	0.91	0.88	0.92	Elkhart	0.94	0.99	0.99	0.99	1.00
Loveland	0.92	0.94	0.92	0.93	0.94	Athens	1.01	0.99	0.98	0.97	0.96	Evansville	1.00	1.01	1.00	0.99	1.00
Moffat County	0.91	0.92	0.93	0.89	0.92	Atlanta	0.92	0.92	0.86	0.84	0.87	Fort Wayne	1.20	1.19	1.20	1.19	1.19
Montrose County	0.91	0.92	0.92	0.92	0.92	Augusta	0.93	0.93	0.90	0.89	0.90	Gary	1.20	1.19	1.20	1.19	1.19
Prowers County	0.94	0.96	0.95	0.95	0.95	Columbus	0.94	0.94	0.91	0.89	0.90	Hammond	1.01	0.99	1.00	1.00	1.02
Pueblo	1.14	1.17	1.16	1.15	1.14	Macon	0.88	0.90	0.90	0.89	0.89	Indianapolis	0.96	0.98	0.96	0.97	0.98
Steamboat Springs	1.12	1.16	1.14	1.13	1.13	Savannah	0.85	0.85	0.83	0.85	0.84	Kokomo	0.94	0.94	0.91	0.92	0.95
Vail	1.13	1.15	1.14	1.14	1.14	Valdosta	1.51	1.58	1.56	1.57	1.55	Lafayette	0.95	0.95	0.93	0.92	0.96
CONNECTICUT	1.11	1.12	1.11	1.08	1.10	HAWAII	1.55	1.62	1.60	1.62	1.60	Logansport	1.20	1.19	1.19	1.18	1.18
Bridgeport	1.12	1.14	1.14	1.15	1.14	Hilo	1.66	1.73	1.71	1.73	1.70	Marion	0.95	0.94	0.95	0.96	0.95
Bristol	1.11	1.12	1.11	1.08	1.10	Kauai	1.44	1.49	1.49	1.49	1.46	Michigan City	0.95	0.95	0.94	0.94	0.96
Danbury	1.25	1.23	1.19	1.21	1.27	Mau	1.40	1.47	1.44	1.44	1.42	Muncie	1.02	1.01	1.01	1.00	1.02
Fairfield	1.15	1.15	1.15	1.14	1.13	Oahu	1.03	1.04	1.04	1.03	1.05	Richmond	0.99	1.00	0.99	1.00	1.01
Greenwich	1.07	1.07	1.05	1.05	1.07	IDAHO	1.06	1.04	1.07	1.07	1.06	South Bend	0.99	1.00	0.99	1.01	1.01
Hartford	1.13	1.12	1.11	1.10	1.08	Boise	1.04	1.02	1.06	1.06	1.04	Terre Haute	0.98	1.00	0.99	0.99	1.00
Meriden	1.12	1.11	1.11	1.07	1.10	Caldwell	1.02	1.06	1.05	1.03	1.07	IOWA	0.97	0.98	0.96	0.96	0.98
Middletown	1.06	1.08	1.06	1.01	1.04	Coeur d'Alene	1.04	1.05	1.06	1.04	1.07	Burlington	0.98	0.99	0.98	0.99	1.00
Milford	1.06	1.07	1.06	1.08	1.05	Idaho Falls	1.01	1.04	1.00	0.98	1.04	Cedar Rapids	0.92	0.97	0.94	0.92	0.94
New Britain	1.23	1.24	1.19	1.21	1.25	Lewiston	1.02	1.05	1.00	0.99	1.05	Davenport	1.06	1.05	1.06	1.06	1.06
New Haven	1.11	1.10	1.06	1.05	1.08	Moscow	1.00	1.02	1.00	0.99	1.04	Des Moines	1.02	1.03	1.01	1.03	1.01
New London	1.13	1.13	1.11	1.10	1.11	Pocatello	1.02	1.04	1.05	1.04	1.05	Dubuque	0.97	0.99	0.98	0.98	1.00
Norwich	1.07	1.07	1.05	1.05	1.07	Twin Falls	1.10	1.12	1.12	1.11	1.10	Fort Dodge	0.99	1.00	0.99	1.01	1.01
Stamford	1.07	1.06	1.05	1.05	1.05	ILLINOIS	0.99	1.02	1.05	1.04	1.00	Fort Dodge	0.99	1.03	1.02	1.04	1.02
Waterbury	1.10	1.08	1.08	1.01	1.09	Alton	1.19	1.20	1.21	1.19	1.18	Iowa City	0.92	0.96	0.95	0.94	0.95
Windsor Locks	1.03	1.08	1.04	1.04	1.04	Aurora	1.04	1.07	1.09	1.06	1.03	Mason City	0.99	1.00	1.00	1.00	1.02
DELAWARE	0.97	0.97	0.96	0.97	0.97	Belleville	1.03	1.12	1.09	1.10	1.09	Sioux City	0.95	0.96	0.96	0.95	0.96
Dover	0.98	0.98	0.97	0.98	0.98	Bloomington	1.06	1.08	1.07	1.06	1.05	Waterloo	0.93	0.93	0.95	0.93	0.93
Wilmington	0.98	0.97	0.97	0.97	0.98	Carbondale	1.01	1.04	1.05	1.04	1.03	Dodge City	0.91	0.93	0.92	0.94	0.92
DIST. OF COLUMBIA	0.95	0.95	0.94	0.94	0.95	Centralia	1.06	1.07	1.08	1.08	1.08	Fort Scott	0.88	0.89	0.88	0.89	0.88
FLORIDA	0.95	0.94	0.94	0.94	0.95	Champaign	1.23	1.22	1.22	1.21	1.20	Garden City	0.88	0.89	0.90	0.90	0.89
Bradenton	0.98	0.97	0.97	0.97	0.98	Chicago	1.08	1.09	1.08	1.08	1.09	Goodland	0.87	0.88	0.87	0.85	0.88
Brevard County	0.98	0.97	0.97	0.97	0.98	Danville	1.18	1.19	1.19	1.17	1.17	Hays	1.07	1.06	1.06	1.06	1.05
Broward County	0.95	0.95	0.94	0.94	0.95	De Kalb	1.03	1.04	1.05	1.07	1.04	Kansas City	1.03	1.04	1.05	1.06	1.04
Dade County	0.95	0.94	0.94	0.94	0.95	Decatur	1.05	1.06	1.08	1.08	1.06	Lawrence	0.87	0.87	0.88	0.86	0.87
Daytona Beach	0.95	0.94	0.94	0.94	0.95	East St. Louis	1.19	1.20	1.20	1.19	1.19	Liberal	0.93	0.96	0.97	0.98	0.95
Fort Myers	0.98	0.94	0.94	0.94	0.97	Elgin	1.21	1.21	1.21	1.19	1.19	Manhattan	1.06	1.06	1.07	1.06	1.05
Fort Pierce	0.95	0.95	0.96	0.94	0.95	Evansville	1.07	1.08	1.06	1.06	1.07	Olathe	1.06	1.06	1.06	1.06	1.05
Gainesville	0.98	0.98	0.97	0.98	0.97	Galesburg	1.19	1.20	1.20	1.19	1.17	Overland Park	0.89	0.90	0.89	0.89	0.89
Jacksonville	1.14	1.13	1.15	1.13	1.12	Joliet	1.20	1.22	1.21	1.23	1.22	Pittsburg	0.92	0.93	0.93	0.92	0.94
Key West	0.97	0.97	0.97	0.98	0.96	Kankakee	1.06	1.08	1.07	1.06	1.06	Salina	1.01	1.03	1.00	0.98	1.04
Lakeland	1.09	1.07	1.09	1.06	1.09	Marion	1.05	1.05	1.04	1.04	1.04	Topeka	0.94	0.94	0.92	0.91	0.96
Marathon						Moline						Wichita					

MARSHALL VALUATION SERVICE

The data included on this page becomes obsolete after update delivery, scheduled for October 2022.

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7/2022

CURRENT COST MULTIPLIERS

These multipliers bring costs from preceding pages up to date. Also apply Local Multipliers, Section 99, Pages 5 through 10.

CALCULATOR COST SECTIONS

(Effective Date of Cost Pages)	11 (11/20)	12 (8/22)	13 (5/22)	14 (2/22)	15 (11/21)	16 (8/21)	17 (5/21)	18 (2/21)
EASTERN								
A	1.40	1.04	1.08	1.11	1.20	1.28	1.35	1.39
B	1.33	1.05	1.07	1.13	1.11	1.19	1.26	1.30
C	1.34	1.01	1.10	1.12	1.12	1.21	1.29	1.27
D	1.35	1.01	1.10	1.11	1.08	1.20	1.27	1.29
S	1.43	1.06	1.12	1.14	1.17	1.24	1.30	1.37
CENTRAL								
A	1.35	0.98	1.03	1.09	1.15	1.25	1.30	1.32
B	1.26	0.99	1.03	1.07	1.11	1.16	1.20	1.22
C	1.30	0.98	1.06	1.08	1.07	1.14	1.22	1.24
D	1.31	0.98	1.07	1.10	1.09	1.19	1.23	1.27
S	1.32	0.98	1.03	1.10	1.11	1.19	1.29	1.29
WESTERN								
A	1.34	1.03	1.09	1.16	1.21	1.27	1.32	1.31
B	1.28	1.00	1.11	1.12	1.15	1.22	1.27	1.25
C	1.32	1.03	1.09	1.15	1.11	1.21	1.26	1.30
D	1.37	1.02	1.11	1.16	1.09	1.19	1.32	1.32
S	1.36	1.00	1.12	1.15	1.15	1.29	1.34	1.31

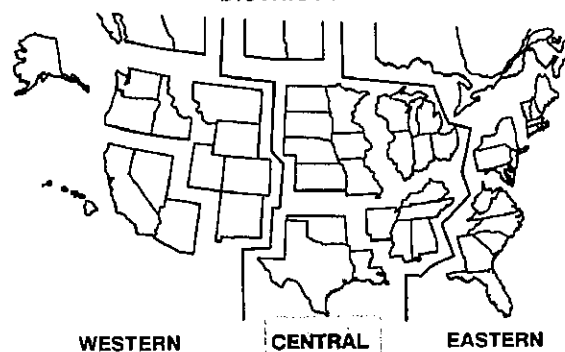
SEGREGATED COST SECTIONS

(Effective Date of Cost Pages)	41 (12/20)	42 (9/22)	43 (6/22)	44 (3/22)	45 (12/21)	46 (9/21)	47 (6/21)	48 (3/21)
EASTERN								
A	1.40	1.04	1.08	1.11	1.20	1.28	1.35	1.39
B	1.33	1.05	1.07	1.13	1.11	1.19	1.26	1.30
C	1.34	1.01	1.10	1.12	1.12	1.21	1.29	1.27
D	1.35	1.01	1.10	1.11	1.08	1.20	1.27	1.29
S	1.43	1.06	1.12	1.14	1.17	1.24	1.30	1.37
CENTRAL								
A	1.35	0.98	1.03	1.09	1.15	1.25	1.30	1.32
B	1.26	0.99	1.03	1.07	1.11	1.16	1.20	1.22
C	1.30	0.98	1.06	1.08	1.07	1.14	1.22	1.24
D	1.31	0.98	1.07	1.10	1.09	1.19	1.23	1.27
S	1.32	0.98	1.03	1.10	1.11	1.19	1.29	1.29
WESTERN								
A	1.34	1.03	1.09	1.16	1.21	1.27	1.32	1.31
B	1.28	1.00	1.11	1.12	1.15	1.22	1.27	1.25
C	1.32	1.03	1.09	1.15	1.11	1.21	1.26	1.30
D	1.37	1.02	1.11	1.16	1.09	1.19	1.32	1.32
S	1.36	1.00	1.12	1.15	1.15	1.29	1.34	1.31

UNIT-IN-PLACE COST SECTIONS (51 - 70)

Sec.	Page	Date	Eastern	Central	Western	Sec.	Page	Date	Eastern	Central	Western
51 - 2-3	(3/21)	Concrete Foundations.....	1.26	1.23	1.27	61 - 1-8	(12/20)	Tanks.....	1.36	1.35	1.39
51 - 4	(3/21)	Pilings.....	1.30	1.25	1.31	62 - 1	(6/22)	Industrial Pumps & Boilers.....	1.08	1.00	1.14
51 - 7-8	(3/21)	Steel and Concrete Frame.....	1.26	1.22	1.28	62 - 2-3, 6	(6/22)	Piping.....	1.08	1.00	1.14
51 - 3,7	(3/21)	Wood Foundations, Frame.....	1.26	1.26	1.32	62 - 4	(6/22)	Electrical Motors.....	1.08	1.00	1.14
52 - 1-4, 6	(3/21)	Interior Construction.....	1.28	1.27	1.30	62 - 5	(6/22)	Steel Stacks, Chutes.....	1.08	1.00	1.14
52 - 5	(3/21)	Bank Vaults and Equipment.....	1.34	1.28	1.32	62 - 5	(6/22)	Masonry & Concrete Chimneys..	1.05	1.01	1.11
53 - 1-8	(6/21)	Heating, Cooling & Ventilating....	1.27	1.25	1.30	62 - 6	(6/22)	Compactors, Incinerators.....	1.08	1.00	1.14
53 - 9-12	(6/21)	Plumbing, Fire Protection, etc.....	1.30	1.25	1.33	63 - 1-4	(9/22)	Trailer and Mfg. Housing Parks..	0.98	0.98	1.05
54 - 1-6	(6/21)	Electrical, Security.....	1.31	1.34	1.30	63 - 5-10	(9/22)	Manufactured Housing.....	0.98	0.99	1.03
55 - 3-7	(8/21)	Wall Costs.....	1.21	1.19	1.26	64 - 1-6	(3/22)	Service Stations, Car Washes....	1.13	1.10	1.12
56 - 1-2	(8/21)	Stained Glass.....	1.21	1.19	1.25	64 - 7-9	(3/22)	Prefabricated Metal Structures....	1.13	1.08	1.16
56 - 3-6	(8/21)	Storefronts.....	1.21	1.19	1.25	64 - 7-8	(3/22)	Prefab. Wood & Air Structures....	1.12	1.10	1.14
56 - 7	(8/21)	Stonework.....	1.17	1.17	1.23	65 - 1-12	(3/22)	Equipment Costs.....	1.11	1.11	1.11
56 - 8	(8/21)	Columns, Stone & Concrete.....	1.17	1.17	1.23	66 - 1	(12/21)	Subdivision Costs.....	1.12	1.09	1.15
56 - 8	(8/21)	Columns, Wood & Aluminum.....	1.20	1.20	1.25	66 - 2-9	(12/21)	Yard Improvements.....	1.11	1.08	1.17
57 - 1-6	(9/21)	Roofs.....	1.16	1.16	1.19	66 - 10-11	(12/21)	Demolition & Remediation.....	1.11	1.10	1.15
58 - 1	(9/21)	Cold Storage.....	1.16	1.14	1.21	67 - 1-2	(12/21)	Golf Courses.....	1.11	1.12	1.14
58 - 2-8	(9/21)	Elevators, Conveying Systems....	1.24	1.21	1.25	67 - 3-7	(12/21)	Recreational Facilities.....	1.11	1.10	1.15
						70 - 1-32	(1/22)	Green Section.....	1.09	1.11	1.16

DISTRICT MAP

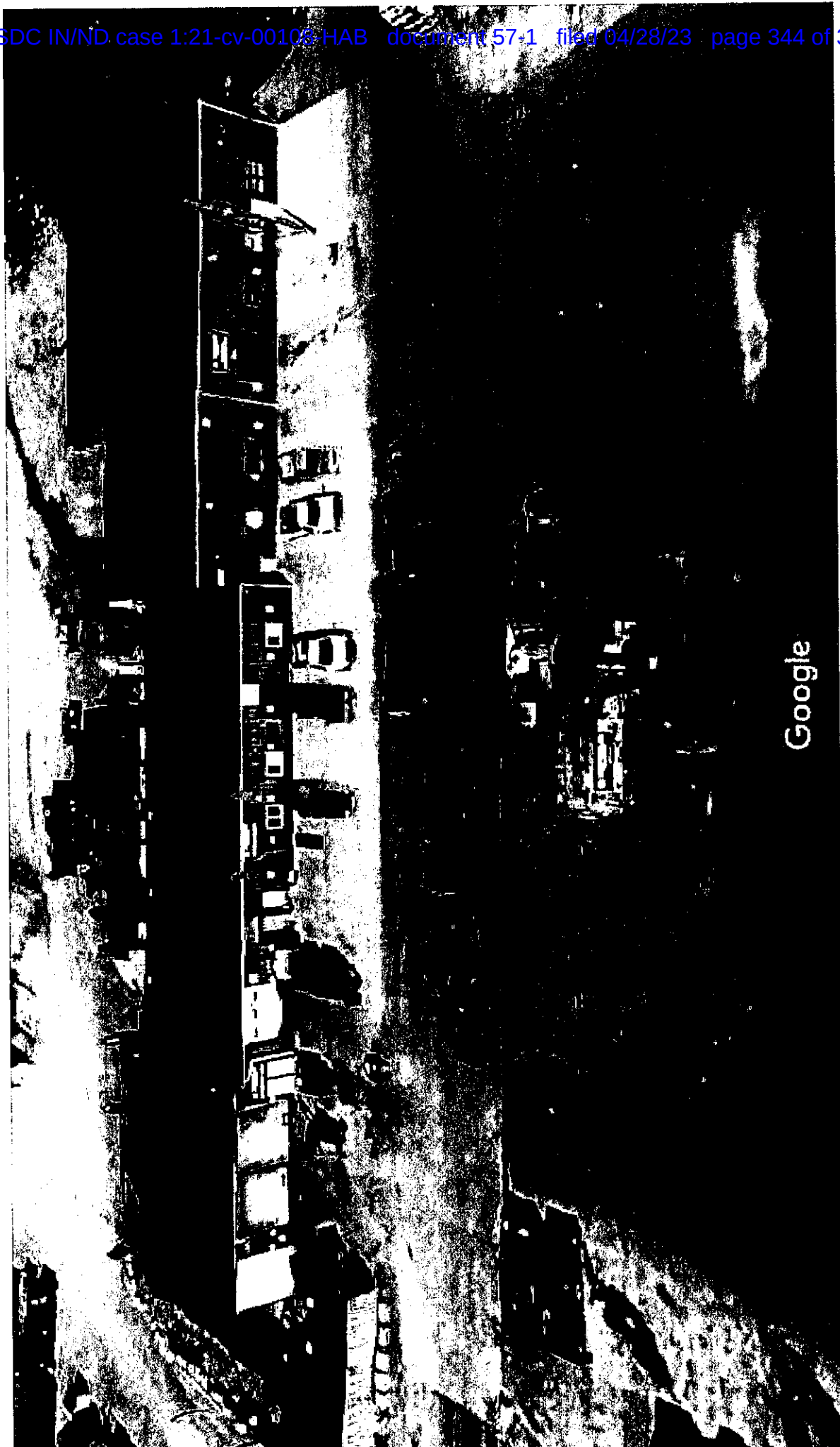


This area remains and is seen in the photographs. The interior of this space was accessed and photographed. It was clearly damaged by the fire, but even before the fire, was believed to be in, at best, average condition, and the finishes were clearly dated to the late 1960's or early 1970's. It is not typical for overhead doors to be damaged indirectly by fire, and the doors and structure were in below average condition, showing that condition was likely subpar prior to the loss.

This area remains and is seen in the photographs. The interior of this space was not accessed and is not accessible. It is believed that this is where the condemned photo was taken

This area is completely scraped to the foundation. The concrete pad (former foundation slab) is now being used for bin storage.







02-12-30-100-001,000-067
General Information
Parcel Number
02-12-30-100-001,000-067
Local Parcel Number
31-0071-0002
Tax ID:
Routing Number

NATIONAL SERV-ALL INC
Ownership
National Serv-All Inc
C/O Republic Svcs Property Tax
PO Box 29246
Phoenix, AZ 85038

6231 MACBETH RD
Transfer of Ownership
Date Owner
01/01/1900 National Serv-All Inc

455, Commercial Garage
Doc ID Code Book/Page Adj Sale Price
WD / \$0

QUARRIES / LWR HUNTIN
Notes
3/23/2020 DBA: Republic Services

Legal
NW 1/4 EX PT N OF RAILROAD & EX E 214.9 FT
FRL SEC 30

Property Class 455
Commercial Garage

Year: 2022
Location Information
County
Allen
Township
WAYNE TOWNSHIP
District 067 (Local 031)
067 WAYNE (31)
School Corp 0235
FORT WAYNE COMMUNITY
Neighborhood 91216-067
QUARRIES / LWR HUNTINGTON 0

Valuation Records (Work In Progress values are not certified values and are subject to change)
Assessment Year
2022 2021 2020 2019 2018
Reason For Change
As Of Date
Valuation Method
Equalization Factor
Notice Required

2022	2021	2020	2019	2018
WIP	AA	AA	AA	AA
02/08/2022	03/10/2021	03/13/2020	03/15/2019	03/20/2018
Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	1.0000	1.0000	1.0000	1.0000
\$424,300	\$424,300	\$424,300	\$424,300	\$424,300
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$424,300	\$424,300	\$424,300	\$424,300	\$424,300
\$441,100	\$403,800	\$509,100	\$509,100	\$509,100
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$441,100	\$403,800	\$509,100	\$509,100	\$509,100
\$865,400	\$828,100	\$933,400	\$933,400	\$933,400
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$865,400	\$828,100	\$933,400	\$933,400	\$933,400

Land Pricing Soil	Act	Size	Factor	Rate	Adj.	Ext.	Infl.	Res	Market	Value
Type	Method	Front.					%	Elig	%	Factor
11	OA	0	20.7800	1.00	\$10,000	\$10,000	0%	0%	1.0000	\$207,800
14	OA	0	123.0000	1.00	\$1,760	\$1,760	0%	0%	1.0000	\$216,480

Land Data (Standard Depth: Res 120', Cl 120'	Base Lot: Res 0' X 0', Cl 0' X 0'
Land Res (1)	\$424,300
Land Non Res (2)	\$0
Land Non Res (3)	\$0
Improvement	\$403,800
Imp Res (1)	\$0
Imp Non Res (2)	\$0
Imp Non Res (3)	\$0
Total	\$828,100
Total Res (1)	\$0
Total Non Res (2)	\$0
Total Non Res (3)	\$0
Total	\$828,100

Land Computations	Base Lot: Res 0' X 0', Cl 0' X 0'			
	Rate	Adj. Rate	Ext. Value	Res Market Value
Calculated Acreage				
Actual Frontage				
Developer Discount				
Parcel Acreage				
81 Legal Drain NV	00	\$10,000	\$207,800	\$207,800
82 Public Roads NV	00			
83 UT Towers NV	00	\$1,760	\$216,480	\$216,480
9 Homesite				
91/92 Acres				
Total Acres Farmland				
Farmland Value				
Measured Acreage				
Avg Farmland Value/Acre				
Value of Farmland				
Classified Total				
Farm / Classified Value				
Homesite(s) Value				
91/92 Value				
Supp. Page Land Value				
CAP 1 Value				
CAP 2 Value				
CAP 3 Value				
Total Value				

Lot
Market Model
C&I | Mines, Quarries & Landfills
Characteristics
Topography ☐ Flood Hazard ☐
Rolling ☐
Public Utilities ☐ ERA ☐
All ☐
Streets or Roads ☐ TIF ☐
Paved ☐
Neighborhood Life Cycle Stage
Other ☐
Printed Monday, April 11, 2022
Review Group 2020

Land Data (Standard Depth: Res 120', Cl 120'	Base Lot: Res 0' X 0', Cl 0' X 0'
Land Res (1)	\$424,300
Land Non Res (2)	\$0
Land Non Res (3)	\$0
Improvement	\$403,800
Imp Res (1)	\$0
Imp Non Res (2)	\$0
Imp Non Res (3)	\$0
Total	\$828,100
Total Res (1)	\$0
Total Non Res (2)	\$0
Total Non Res (3)	\$0
Total	\$828,100

Collector	3/23/2020	cmslaa
Data Source	Aerial	
Appraiser	10/22/2020	caglab

General Information

Occupancy	C/I Building	Pre. Use	Industrial Office
Description	main office bldg	Pre. Framing	Wood Joist
Story Height	2	Pre. Finish	Finished Divided
Type	N/A	# of Units	0

Wall Type	SB	B	1	U
Heating	B: 2(170')	1: 2(292')	U: 2(296')	
A/C	1066 sqft	2568 sqft	2589 sqft	
Sprinkler	1066 sqft	2568 sqft	2589 sqft	

Plumbing RES/GI	#	TF	#	TF	Roofing
Full Bath	0	0	0	0	<input type="checkbox"/> Built Up <input type="checkbox"/> Tile <input type="checkbox"/> Metal
Half Bath	0	0	0	0	<input type="checkbox"/> Wood <input type="checkbox"/> Asphalt <input type="checkbox"/> Slate
Kitchen Sinks	0	0	0	0	<input type="checkbox"/> Other
Water Heaters	0	0	0	0	<input type="checkbox"/> Low Prof <input type="checkbox"/> Ext Sheat <input type="checkbox"/> Insulatio
Add Fixtures	0	0	9	9	<input type="checkbox"/> SteelGP <input type="checkbox"/> AluSR <input type="checkbox"/> Int Liner
Total	0	0	9	9	<input type="checkbox"/> HGSR <input type="checkbox"/> PPS <input type="checkbox"/> Sand Pn

Exterior Features	Area	Value
Wood Deck	96	\$2,200
Porch, Enclosed Frame	56	\$4,900
Wood Deck	16	\$1,000

Special Features	Value	Other Plumbing	Value
Description		Description	

Sub-Total (all floors)	\$768,291	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$790,792
Plumbing	\$14,400	Quality (Grade)	\$0
Other Plumbing	\$0	Location Multiplier	0.95
Special Features	\$0	Repl. Cost New	\$751,252
Exterior Features	\$8,100		

Summary of Improvements

Description	Res Eligibl	Year Built	Grade	Construction	Story Height	Eff Year	Eff Age	Co nd	Base Rate	LCH	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mkrt	Improv Value
1: main office bldg	0%	1900	C	Wood Frame	2	1971	51	A	\$10.10	0.95	\$9.12	6,941 sqft	\$751,252	80%	\$150,250	5%	100%	1,000	\$142,700
2: Car Shed (20x50)	0%	1971	C-1	Wood Frame	1	1971	51	A	\$10.10	0.95	\$9.60	20'x50'	\$9,115	65%	\$3,190	0%	100%	1,000	\$3,200
3: Car Shed (20x68)	0%	1971	C	Aluminum	1	1971	51	A	\$10.10	0.95	\$9.60	20'x68'	\$13,049	65%	\$4,570	0%	100%	1,000	\$4,600
4: Fencing 3000 lf	0%	1971	C	Asphalt	1	1971	51	A	\$43.38	0.95	\$5,751	3000' x 6'	\$128,028	80%	\$25,610	0%	100%	1,000	\$25,600
5: Paving asph	0%	1971	C	Asphalt	1	1971	51	A	\$2.81	0.95	\$15,00	2,000 sqft	\$5,339	80%	\$1,070	0%	100%	1,000	\$1,100
6: wd fence	0%	1971	C	Plank	1	1971	51	A	\$16.70	0.95	\$152.3	575' x 6'	\$9,122	80%	\$1,820	0%	100%	1,000	\$1,800

Total all pages

\$441,100

Total this page

\$179,000

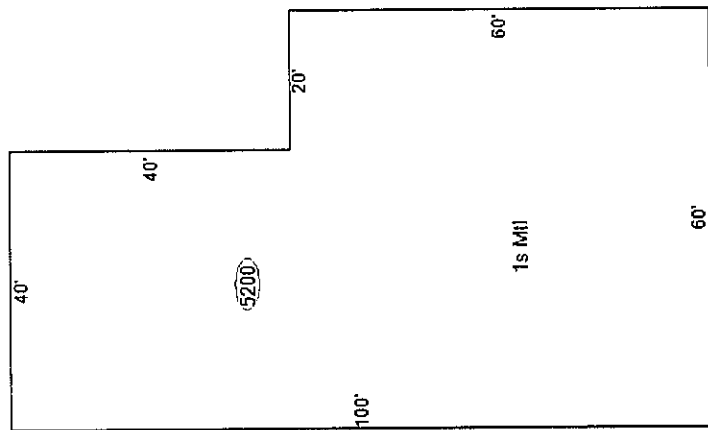
General Information			
Occupancy	C/I Building	Pre. Use	Commercial Garage
Description	truck garage & m	Pre. Framing	Fire Resistant
Story Height	1	Pre. Finish	Unfinished
Type	N/A	# of Units	0

U	B	SB	1
Wall Type			1: 1(320')
Heating			5200 sqft

Sprinkler
A/C

	#	TF	#	TF	Roofing					
Full Bath	0	0	0	0	<input type="checkbox"/>	Built Up	<input type="checkbox"/>	Tile	<input type="checkbox"/>	Metal
Half Bath	0	0	0	0	<input type="checkbox"/>	Wood	<input type="checkbox"/>	Asphalt	<input type="checkbox"/>	Slate
Kitchen Sinks	0	0	0	0	<input type="checkbox"/>	Other				
Water Heaters	0	0	0	0	GCK Adjustments					
Add Fixtures	0	0	4	4	<input type="checkbox"/>	Low Prof	<input type="checkbox"/>	Ext Sheat	<input type="checkbox"/>	Insulation
Total	0	0	4	4	<input type="checkbox"/>	Steel/GP	<input type="checkbox"/>	AJUSR	<input type="checkbox"/>	Int Liner
					<input type="checkbox"/>	HGSR	<input type="checkbox"/>	PPS	<input type="checkbox"/>	Sand Pnl
					Exterior Features					

Description	Area	Value
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Special Features		Other Plumbing	
Description	Value	Description	Value
Can. IT 805saft	\$5,760	1 x Emerg Eye	\$700

Description	Res Eligibl	Story Height	Construction	Grade	Year Bld
1: truck garage & maint bl	0%	1	Metal	D	19
2: Paving Conc	0%	1	Concrete	C	19

Building Computations	
Sub-Total (all floors)	\$563,012
Racquetball/Squash	\$0
Theater Balcony	\$0
Plumbing	\$6,400
Other Plumbing	\$700
Special Features	\$5,760
Exterior Features	\$0
Fireplaces	
Sub-Total (buildings)	
Quality (Grade)	
Location Multiplier	
Repl. Cost Multiplier	

Summary of Improvements				
Year	Effort	Effort	Base Rate	Adj Rate
Year	Year	Age	Rate	Rate
1967	55 A	55 A	0.95	0.95
1967	55 A	55 A	\$3.80	\$308,6

Pricing Key		GCI
Use	COMGAR	
Use Area	5200 sqft	
Area Not in Use	0 sqft	
Use %	100.0%	
Eff Perimeter	320'	
PAR	6	
# of Units / AC	0 / N	
Avg Unit sz/dpth		
Floor	1	
Wall Height	20'	
Base Rate	\$64.89	
Frame Adj	\$0.00	
Wall Height Adj	\$4.92	
Dock Floor	\$0.00	
Roof Deck	\$0.00	
Adj Base Rate	\$69.81	
BPA Factor	1.00	
Sub Total (rate)	\$69.81	
Interior Finish	\$0.00	
Partitions	\$0.00	
Heating	\$0.00	
A/C	\$0.00	
Sprinkler	\$0.00	
Lighting	\$0.00	
Unit Finish/SR	\$0.00	
GCK Adj.	\$0.00	
S.F. Price	\$69.81	
Sub-Total		
Unit Cost	\$0.00	
Elevated Floor	\$0.00	
Total (Use)	\$363,012	

Form	Remain.	Abn	PC	Nbhd	Mrkt	Improv
Dep	Value	Obs	100%	1,000	1,000	Value
80%	\$57,130	5%	100%	1,000	1,000	\$54,300
80%	\$16,250	0%	100%	1,000	1,000	\$16,300

General Information

Occupancy	C/I Building	Pre. Use	GCK
Description	steel framed Kit b	Pre. Framing	Steel Post and Bea
Story Height	1	Pre. Finish	Unfinished
Type	N/A	# of Units	0

SB	B	1	U
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Wall Type 1: 1(838')

Heating 16608 sqft

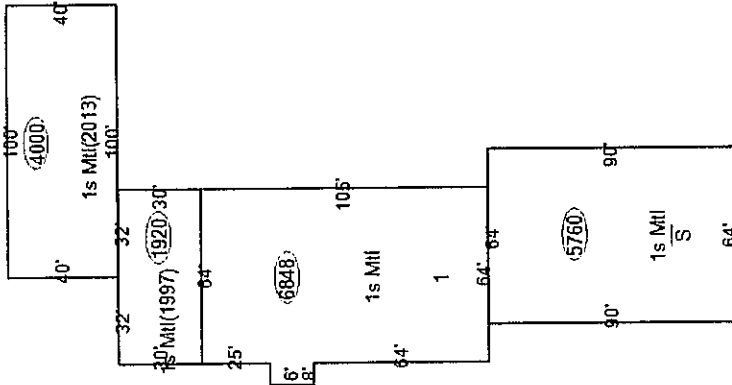
A/C

Sprinkler

Plumbing RES/CI				Roofing			
#	TF	#	TF	Built Up	Tile	Metal	
Full Bath	0	0	0	0	0	0	Asphalt
Half Bath	0	0	0	0	0	0	Other
Kitchen Sinks	0	0	0	GCK Adjustments			
Water Heaters	0	0	0	Low Prof	Ext Sheat	Insulatio	
Add Fixtures	0	0	6	SteelGP	AluSR	Int Liner	
Total	0	0	6	HGSR	PPS	Sand Pnt	

Description Area Value

Special Features		Other Plumbing	
Description	Value	Description	Value
Mezz 1152sqft	\$14,400		



Building Computations

Sub-Total (all floors)	\$582,417	Garages	\$0
Racquetball/Squash	\$0	Fireplaces	\$0
Theater Balcony	\$0	Sub-Total (building)	\$506,417
Plumbing	\$9,600	Quality (Grade)	\$606,418
Other Plumbing	\$0	Location Multiplier	0.95
Special Features	\$14,400	Repl. Cost New	\$576,096
Exterior Features	\$0		

Summary of Improvements

Description	Res	Story	Construction	Grade	Eff	Co	Base	Adj	Rate	LCM	Size	RCN	Norm	Remain.	Abn	PC	Nbhd	Mkrt	Value	Improvements
1: steel framed Kit bldg	0%	1	1	Metal	C	1995	1999	23	A	0.95	18,528 sqft	\$576,096	65%	\$201,630	5%	100%	1,000	1,000	\$191,500	

Floor/Use Computations

Pricing Key	GCK	GCK	GCK
Use	GCK	GCK	GCK
Use Area	17376 sqft	1152 sqft	0 sqft
Area Not in Use	0 sqft	0 sqft	0 sqft
Use %	93.8%	6.2%	0.0%
Eff Perimeter	838'	838'	0'
PAR	5	5	0
# of Units / AC	0 / N	0 / N	0 / N
Avg Unit sz/dpth	1	1	1
Floor	20'	20'	20'
Wall Height	\$17.09	\$17.09	\$17.09
Base Rate	\$0.35	\$0.35	\$0.35
Frame Adj	\$3.93	\$3.93	\$10.41
Wall Height Adj	\$0.00	\$0.00	\$0.00
Dock Floor	\$0.00	\$0.00	\$0.00
Roof Deck	\$0.00	\$0.00	\$0.00
Adj Base Rate	\$17.44	\$17.44	\$17.44
BPA Factor	1.00	1.00	1.00
Sub Total (rate)	\$17.44	\$17.44	\$17.44
Interior Finish	\$4.45	\$4.45	\$44.73
Partitions	\$0.00	\$0.00	\$0.00
Heating	(\$0.18)	\$0.00	\$0.00
A/C	\$0.00	\$0.00	\$0.00
Sprinkler	\$0.00	\$0.00	\$0.00
Lighting	\$0.00	\$0.00	\$0.00
Unit Finish/SR	\$0.00	\$0.00	\$0.00
GCK Adj.	\$2.87	\$2.87	\$2.87
S.F. Price	\$28.52	\$28.52	\$75.45
Sub-Total	\$0.00	\$0.00	\$0.00
Unit Cost	\$0.00	\$0.00	\$0.00
Elevated Floor	\$0.00	\$0.00	\$0.00
Total (Use)	\$495,503	\$86,914	\$582,417

Total all pages

\$441,100

Total this page

\$191,500

COUNTY: 2-Allen

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-12-30-100-001.000-067	DUPLICATE NUMBER 1934055	TAX YEAR 2022 Payable 2023	Late Payment Penalty: 5% penalty after May 10, 2023, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after June 09, 2023
TAXING UNIT NAME Wayne	LEGAL DESCRIPTION Nw 1/4 Ex Pt N Of Railroad & Ex E 214.9 Ft Frl Sec 30		



TOTAL AMOUNT DUE by May 10, 2023	\$0.00
---	---------------

National Serv-All Inc
 c/o Republic Svcs Property Tax
 PO Box 29246
 Phoenix AZ 85038

(260)449-7693
 Pay Online at: AllenCountyTreasurer.us/(844)576-2177
 Remit Payment and Make Check Payable to:
 Allen County Treasurer
 PO Box 2540
 Fort Wayne IN 46801-2540

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COUNTY: 2-Allen

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-12-30-100-001.000-067	DUPLICATE NUMBER 1934055	TAX YEAR 2022 Payable 2023	Late Payment Penalty: 5% penalty after November 10, 2023, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after December 11, 2023
TAXING UNIT NAME Wayne	LEGAL DESCRIPTION Nw 1/4 Ex Pt N Of Railroad & Ex E 214.9 Ft Frl Sec 30		



TOTAL AMOUNT DUE by November 10, 2023	\$0.00
--	---------------

National Serv-All Inc
 c/o Republic Svcs Property Tax
 PO Box 29246
 Phoenix AZ 85038

(260)449-7693
 Pay Online at: AllenCountyTreasurer.us/(844)576-2177
 Remit Payment and Make Check Payable to:
 Allen County Treasurer
 PO Box 2540
 Fort Wayne IN 46801-2540

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COUNTY: 2-Allen

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 02-12-30-100-001.000-067	DUPLICATE NUMBER 1934055	TAX YEAR 2022 Payable 2023	DUE DATES
TAXING UNIT NAME Wayne	LEGAL DESCRIPTION Nw 1/4 Ex Pt N Of Railroad & Ex E 214.9 Ft Frl Sec 30		SPRING - May 10, 2023 FALL - November 10, 2023

DATE OF STATEMENT: 12/20/2022

TOTAL DUE FOR 2022 PAY 2023: \$0.00

PROPERTY ADDRESS 6231 Macbeth Rd, Fort Wayne IN 46809		
PROPERTY TYPE Real	TOWNSHIP: Wayne	
ACRES 143.7800	Total AV PIRC Rate n/a	LIT 1% Rate n/a

National Serv-All Inc
 c/o Republic Svcs Property Tax
 PO Box 29246
 Phoenix AZ 85038

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$0.00	\$0.00
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$0.00	\$0.00
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
Amount Due	\$0.00	\$0.00
Payment Received	\$0.00	\$0.00
Balance Due	\$0.00	\$0.00

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SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name National Serv-All Inc c/o Republic Svs Property Tax PO Box 29246 Phoenix AZ 85038	Address 6231 Macbeth Rd Fort Wayne IN 46809	Date of Notice December 20, 2022	Parcel Number 02-12-30-100-001.000-067	Taxing District 067 Wayne
Legal Description Nw 1/4 Ex Pt N Of Railroad & Ex E 214.9 Ft Frl Sec 30	Billed Mortgage Company	Duplicate Number 1934055	Tax ID Number 02-12-30-100-001.000-067	Property Type Real



Spring installment due on or before May 10, 2023 and Fall installment due on or before November 10, 2023.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2021 Pay 2022	2022 Pay 2023
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$0	\$0
1c. Gross assessed value of all other property, including personal property	\$828,100	\$865,400
2. Equals total gross assessed value of property	\$828,100	\$865,400
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$828,100	\$865,400
3a. Multiplied by your local tax rate	1.8765	n/a
4. Equals gross tax liability (see Table 3 below)	\$15,539.30	n/a
4a. Minus local property tax credits	(\$834.54)	n/a
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	n/a
4c. Minus savings due to over 65 circuit breaker credit	\$0.00	n/a
5. Total property tax liability (see remittance coupon for total amount due)	\$14,704.76	n/a

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3%, depending upon combination of property types) ¹	\$24,843.00	n/a
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ²	\$1,984.96	n/a
Maximum tax that may be imposed under cap	\$26,827.96	n/a

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2022	TAX RATE 2023	TAX AMOUNT 2022	TAX AMOUNT 2023	TAX DIFFERENCE 2022-2023	PERCENT DIFFERENCE
AIRPORT	0.0334	n/a	\$276.59	n/a	n/a	n/a
COUNTY	0.4680	n/a	\$3,875.51	n/a	n/a	n/a
LIBRARY	0.1418	n/a	\$1,174.25	n/a	n/a	n/a
SCHOOL	0.9278	n/a	\$7,683.10	n/a	n/a	n/a
SW FIRE DIST	0.1990	n/a	\$1,647.92	n/a	n/a	n/a
TOWNSHIP	0.1065	n/a	\$881.93	n/a	n/a	n/a
TOTAL	1.8765	n/a	\$15,539.30	n/a	n/a	n/a

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2022	2023	% Change
1203200 - Junk Unit Drain	\$67.04	\$0.00	(100.0%)
1606660 - Little River Drain	\$0.00	\$0.00	0.0%
TOTAL ADJUSTMENTS	\$67.04	\$0.00	(100.0%)

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY ³

TYPE OF DEDUCTION	2022	2023
TOTAL DEDUCTIONS	\$0	\$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer.

2. Changes not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: www.in.gov/dlgf/referendum-information.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.

NOTICE OF PROPERTY TAX ASSESSMENTS

Name and Address of Taxpayer – The owner and mailing address of the owner of record as of the date of this notice.

Date of Notice/Due Date – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges.

Property Number (State/Local) – State mandated property number of the taxable real estate and the local parcel number, if applicable.

Taxing District – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

TABLE 1: SUMMARY OF YOUR TAXES

Tax Summary – The amounts involved with calculating your real estate property taxes.

Taxes 2020 Pay 2021 – The summary of calculations based on tax rates for taxes payable last year.

Taxes 2021 Pay 2022 – The summary of calculations based on this year's tax rates.

Tax Relief Credits – Credits are determined annually and are used to reduce property tax liabilities applicable to properties in this table.

- **Local Property Tax Credits** – Relief credit generated by the local income tax, which can be used to reduce property tax bills.
- **Over 65 Circuit Breaker Credit** – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit caps the increase of the homestead property tax liability of credit recipient at two percent (2%).

TABLE 2: PROPERTY TAX CAP INFORMATION

Property Tax Cap – Property may not be taxed above caps prescribed by law, unless voters approve additional taxes. Those caps are 1% for homesteads, 2% for other residential property and farm land, and 3% for all other classes of property. When voters approve additional spending in a referendum, an adjustment to the cap is made to reflect the additional expense. This excess revenue is calculated as a separate value and added to the cap figure.

This new value is considered your effective property tax cap or the maximum that may be imposed under the cap. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

Taxing Authority – The name of the unit levying the taxes.

Tax Rate 2021 – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2021.

Tax Rate 2022 – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

Tax Amount 2021 – The amount of taxes for this property allocated to each taxing authority for 2021.

Tax Amount 2022 – The amount of taxes for this property allocated to each taxing authority for the current year.

Tax Difference 2021-2022 – The difference in dollars between current taxes and prior year taxes for each taxing authority.

Percent Difference – The percent change between last year's tax amount and this year's tax amount for each taxing authority.

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

Levying Authority – The type of additional charge added to your property tax bill such as sewer, ditch, or other special assessment.

Amount 2021 – The total amount of other charges added to your tax bill in 2021.

Amount 2022 – The total amount of other charges added to your tax bill for the current year.

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY

Type of Deduction – No deduction is automatic. All must be applied for with the appropriate office by the applicable due date.

Various restrictions apply. For more information, call the county auditor at (260) 449-7241 or www.allencountyauditor.us.

Deductions documented in this bill can include, but are not limited to, the following:

- **Abatement** – Deduction for eligible properties where taxes have been lowered or eliminated, generally through the action of the city council or county council. (IC 6-1.1-12.1)
- **Blind/Disabled** – Deduction for the blind or disabled. Must supply proof from a doctor or Social Security awards letter. (IC 6-1.1-12-11, 12)
- **Enterprise Zone** – Deduction for eligible properties located within a designated enterprise zone. (IC 6-1.1-12-40)
- **Geothermal** – Deduction for eligible properties using geothermal devices. (IC 6-1.1-12-34, 35.5)
- **Homestead Standard Deduction** – Deduction for owner-occupied primary residence. (IC 6-1.1-12-37)
- **Supplemental Standard Deduction** – Additional deduction for homesteads after the application of the Homestead Standard Deduction. (IC 6-1.1-12-37.5)
- **Mortgage** – Deduction for mortgaged property for eligible persons. (IC 6-1.1-12-1, 2)
- **Nonprofit** – Exemption for eligible properties. (IC 6-1.1-10)
- **Over 65** – Deduction for individuals over 65 years of age; subject to income, residency, and assessed value limits. (IC 6-1.1-12-9, 10.1)
- **Veterans** – Deduction for disabled veterans. Must supply proof of service, honorable discharge, and disability. (IC 6-1.1-12-13, 14, 15)

Amount 2021 – The amount deducted from your bill in 2021 for each benefit.

Amount 2022 – The amount deducted from your bill this year for each benefit.

Homestead Credits

Allen County provides local property tax credits for certain taxpayers pursuant to IC 6-3.6-5 and/or IC 6-1.1-20.4. Taxpayers receiving a local property tax credit will see the credit amount in Box 4A on the Form TS-1A.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (260) 449-7123 or www.allencounty.us/assessors-office.

To obtain a review of an assessment, the taxpayer must file an appeal via a Form 130. If the Form 11 is mailed before May 1 of the assessment year, the filing deadline for real property is June 15 of that year. If the Form 11 is mailed after April 30 of the assessment year, the filing deadline for real property is June 15 in the year that the tax statements are mailed. For personal property assessments, the filing deadline is not later than forty-five (45) days after the date of the required notice (Form 11).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal. The assessing official who receives an appeal filed by a taxpayer must:

- (1) immediately forward the notice to the county board; and
- (2) schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal.

For further instructions on filing an appeal or correction of error, contact your assessor at (260) 449-7123.

Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2022, for mobile homes assessed under IC 6-1.1-7 and January 1, 2021, for real property).



Property Detail Report

For Property Located At :

6231 MACBETH RD, FORT WAYNE, IN 46809-9719



RealQuest

Bldg Card: 000 of 003

Owner Information

Owner Name: NATIONAL SERV-ALL INC
 Mailing Address: PO BOX 29246, PHOENIX AZ 85038-9246 B901
 Vesting Codes: //

Location Information

Legal Description: NW 1/4 EX PT N OF RAILROAD & EX E 214.9 FT FRL SEC 30
 County: ALLEN, IN APN: 02-12-30-100-001.000-067
 Census Tract / Block: 115.02 / 2 Alternate APN: 3100710002
 Township-Range-Sect: Subdivision:
 Legal Book/Page: Map Reference: 6474-B1 /
 Legal Lot: Tract #:
 Legal Block: School District:
 Market Area: School District Name:
 Neighbor Code: 91216-0 Munic/Township: WAYNE TWP

Owner Transfer Information

Recording/Sale Date: / Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: / 1st Mtg Amount/Type: /
 Sale Price: 1st Mtg Int. Rate/Type: /
 Sale Type: 1st Mtg Document #: /
 Document #: 2nd Mtg Amount/Type: /
 Deed Type: 2nd Mtg Int. Rate/Type: /
 Transfer Document #: Price Per SqFt:
 New Construction: Multi/Split Sale:
 Title Company:
 Lender:
 Seller Name:

Prior Sale Information

Prior Rec/Sale Date: / Prior Lender:
 Prior Sale Price: Prior 1st Mtg Amt/Type: /
 Prior Doc Number: Prior 1st Mtg Rate/Type: /
 Prior Deed Type:

Property Characteristics

Year Built / Eff:	1900 / 1971	Total Rooms/Offices	Garage Area:
Gross Area:	30,669	Total Restrooms:	Garage Capacity:
Building Area:	30,669	Roof Type:	Parking Spaces:
Tot Adj Area:	30,669	Roof Material:	Heat Type:
Above Grade:		Construction:	Air Cond:
# of Stories:	3	Foundation:	Pool:
Other Improvements:	Building Permit	Exterior wall:	Quality:
		Basement Area:	Condition:
			AVERAGE

Site Information

Zoning:	Acres:	143.78	County Use:	COMMERCIAL GARAGE (455)	
Lot Area:	6,263,057	Lot Width/Depth:	x	State Use:	
Land Use:	GARAGE	Res/Comm Units:	/	Water Type:	PUBLIC
Site Influence:				Sewer Type:	PUBLIC SERVICE

Tax Information

Total Value:	\$828,100	Assessed Year:	2021	Property Tax:	\$14,704.76
Land Value:	\$424,300	Improved %:	49%	Tax Area:	067
Improvement Value:	\$403,800	Tax Year:	2021	Tax Exemption:	
Total Taxable Value:	\$828,100				

Valuation & Advisory Services

Direct: +1 206 695 4200
 Fax: +1 206 682 7938
 colliers.com

601 Union Street
 Suite 4800
 Seattle, WA 98101
 United States

Valuation Glossary 2022

Unless specified otherwise, these definitions were extracted from the following sources or publications:

The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022 (Dictionary).

Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition (USPAP).

The Appraisal of Real Estate, Fifteenth Edition, Appraisal Institute, Chicago, Illinois, 2020 (15th Edition).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. *(Dictionary)*

Ad Valorem Tax

A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. *(15th Edition)*

Arm's-length Transaction

A transaction between unrelated parties who are each acting in his or her own best interest. *(Dictionary)*

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. *(Dictionary)*

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. *(Dictionary)*

Average Daily Room Rate (ADR)

In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. *(Dictionary)*

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. *(Dictionary)*

Cash-Equivalent Price

The sale price of a property that is equivalent to what a cash buyer would pay. *(Dictionary)*

Common Area

The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. *(Dictionary)*

Contract Rent

The actual rental income specified in a lease. *(15th Edition)*

Cost Approach

A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised. *(Dictionary)*

Curable Functional Obsolescence

An element of depreciation; a curable defect caused by a flaw involving the structure, materials, or design, which can be practically and economically corrected. *(Dictionary)*

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. *(Dictionary)*

Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. *(Dictionary)*

Depreciation

In appraisal, a loss in the value of improvements from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date. *(Dictionary)*

Direct Costs

Expenditures for the labor and materials used in the construction of improvements; also called *hard costs*. *(Dictionary)*

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. *(Dictionary)*

Discount Rate

A rate of return on capital used to convert future payments or receipts into present value. *(Dictionary)*

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Easement

The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. *(15th Edition)*

Economic Life

The period over which improvements to real estate contribute to property value. *(Dictionary)*

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. *(Dictionary)*

Effective Date

The date on which the appraisal or review opinion applies (SVP) *(Dictionary)*

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. *(Dictionary)*

Effective Gross Income Multiplier (EGIM)

The ratio between the sale price (or value) of a property and its effective gross income. *(Dictionary)*

Effective Rent

The total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions - e.g. free rent, excessive tenant improvements, moving allowances, lease buyouts, cash allowances, and other lease incentives. *(15th Edition)*

Eminent Domain

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. *(Dictionary)*

Entrepreneurial Incentive

The amount an entrepreneur expects or wants to receive as compensation for providing coordination and expertise and assuming the risks associated with the development of a project. Entrepreneurial incentive is the expectation of future reward as opposed to the profit actually earned on the project. *(Dictionary)*

Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur received for his or her contribution to a past project to compensate for his or her time, effort, knowledge, and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. *(Dictionary)*

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. *(Dictionary)*

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the lessor and may reflect superior management, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. *(15th Edition)*

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. *(Dictionary)*

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. *(USPAP)*

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. *(USPAP)*

External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent. There are two forms of external obsolescence: economic and locational. *(Dictionary)*

Fair Market Value

In nontechnical usage, a term that is equivalent to the contemporary usage of *market value*.

As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency or interpreted differently by court precedent. *(Dictionary)*

Feasibility Analysis

A study of the cost-benefit relationship of an economic endeavor. *(USPAP)*

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. *(Dictionary)*

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. *(Dictionary)*

Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards. *(Dictionary)*

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. *(Dictionary)*

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. *(Dictionary)*

Going-concern

An established and operating business having an indefinite future life. *(Dictionary)*

Going-concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. *(Dictionary)*

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. *(Dictionary)*

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. *(Dictionary)*

Gross Living Area (GLA)

Total area of finished, above-grade residential space area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) *(Dictionary)*

Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid (IVS). *(Dictionary)*

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. *(USPAP)*

Income Capitalization Approach

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. *(15th Edition)*

Incurable Functional Obsolescence

An element of depreciation; a defect caused by a deficiency or superadequacy involving the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. *(Dictionary)*

Indirect Costs

Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing

costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called *soft costs*. *(Dictionary)*

Interim Use

The use contemplated by the market participants that the subject real estate can be put to while waiting for certain subsequent factors to occur. *(Dictionary)*

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. *(Dictionary)*

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. *(Dictionary)*

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. *(Dictionary)*

Legal Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; sometimes known as a legally nonconforming use. *(Dictionary)*

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Market Area

The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. *(Dictionary)*

Market Rent

The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. *(Dictionary)*

Market Study

An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. *(Dictionary)*

Market Value (Most Common Non-FRT)

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. *(Dictionary)*

Market Value (Interagency Guidelines)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

Marketability Analysis

The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property. *(Dictionary)*

Neighborhood Analysis

The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. *(Dictionary)*

Net Net Net Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN lease, triple net lease, or fully net lease*. *(Dictionary)*

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). *(15th Edition)*

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. *(Dictionary)*

Off-site Costs

Costs incurred in the development of a project excluding on-site costs such as grading and construction of the building and other improvements; also called *common costs* or *off-site improvement costs*. *(Dictionary)*

On-site Costs

Costs incurred for the actual construction of buildings and improvements on a particular site. *(Dictionary)*

Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. *(15th Edition)*

Overall Capitalization Rate (OAR)

The relationship between a single year's net operating income expectancy and the total property price or value. *(Dictionary)*

Parking Ratio

The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances. *(Dictionary)*

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. *(Dictionary)*

Potential Gross Income Multiplier (PGIM)

The ratio between the sale price (or value) of a property and its annual potential gross income. *(Dictionary)*

Present Value (PV)

The value of a future payment or series of future payments discounted to the current date or to time period zero. *(Dictionary)*

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. *(Dictionary)*

Qualitative Adjustment

An indication that one property is superior, inferior, or similar to another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. *(Dictionary)*

Quantitative Adjustment

In the application of the sales comparison and income capitalization approaches, a numerical (dollar or percentage) adjustment to the sale price, rent, or expense amount of a comparable property to account for the effect on value of a difference between each comparable property and the subject property. *(Dictionary)*

Rentable Area

The amount of space on which the rent is based; calculated according to local practice. *(Dictionary)*

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. *(Dictionary)*

Replacement Cost for Insurance Purposes

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). *(Dictionary)*

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same or similar materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. *(Dictionary)*

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." *(Dictionary)*

Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. *(Dictionary)*

Scope of Work

The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

The extent to which the property is identified;

The extent to which tangible property is inspected;

The type and extent of data researched; and

The type and extent of analysis applied to arrive at opinions or conclusions. *(USPAP)*

Shopping Center Types

Neighborhood Shopping Center: The smallest type of shopping center, generally with a gross leasable area of between 30,000 and 100,000 square feet. Typical anchors include supermarkets. Neighborhood shopping centers offer convenience goods and personal services and usually depend on a market population support of 3,000 to 40,000 people.

Community Shopping Center: A shopping center of 100,000 to 400,000 square feet that usually contains one junior department store, a variety store, discount or department store. A community shopping center generally has between 20 and 70 retail tenants and a market population support of 40,000 to 150,000 people.

Regional Shopping Center: A shopping center of 300,000 to 900,000 square feet that is built around one or two full-line department stores of approximately 200,000 square feet each plus small tenant spaces. This type of center is typically supported by a minimum population of 150,000 people.

Super-Regional Center: A large center of 600,000 to 2.0 million square feet anchored by three or more full-line department stores. This type of center is typically supported by a population area of 300,000 people. *(15th Edition)*

Sum of the Retail Values

The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sales prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the *aggregate of the retail values* or *aggregate retail selling price*. *(Dictionary)*

Superadequacy

An excess in the capacity or quality of a structure or structural component; determined by market standards. *(Dictionary)*

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. *(Dictionary)*

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. *(Dictionary)*

Usable Area

The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. *(Dictionary)*

Useful Life

The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed. *(Dictionary)*

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and nonpayment of rent; also called *vacancy and credit loss* or *vacancy and contingency loss*. *(Dictionary)*

Yield Capitalization

A method used to convert future benefits into present value by (1) discounting each future benefit at an appropriate yield rate, or (2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. *(Dictionary)*

Colliers



Managing Director | Detroit
Valuation & Advisory Services

david.abraham@colliers.com
Direct: +1 248 226 1872
Mobile: +1 734 674 9505
Fax: +1 248 226 1873
colliers.com

2 Corporate Drive, Suite 300
Southfield, MI 48076
United States

David J. Abraham, MAI, SRA

Area of Expertise

David Abraham serves as the Managing Director of Colliers International's Southfield (Detroit), Michigan office, which provides valuation and advisory services throughout the state of Michigan. He represents clients on a national basis and has provided real estate appraisal and consulting services since 1983. Recently, Mr. Abraham has focused on both apartment and hospitality valuation and has completed the valuation of over 30 hotel properties as well as over 5,000 multi-family housing units in the past 18 months.

Mr. Abraham is a Designated member of the Appraisal Institute, holding the MAI and SRA designations. He is experienced in the valuation easements, takings and partial interests, and has served as an expert witness in a variety of valuation cases involving commercial, industrial and residential properties. Mr. Abraham is regularly retained for his expertise in performing hotel valuations, market studies, and feasibility analyses, or to serve in an expert witness capacity for hotel and multi-family properties as well as matters regarding litigation, condemnation or tax appeals.

Affiliations or Memberships

Designated Member of the Appraisal Institute, MAI and SRA designation

Certified General Appraiser – Michigan
#1201000512

Certified General Appraiser – Ohio
#ACGO.2014001729

Education or Qualifications

Bachelor of Science in Business
Administration, Siena Heights
University, Adrian, MI

State Certifications

Michigan
New York
Ohio



David J. Abraham, MAI, SRA

Managing Director
Valuation & Advisory Services

David.abraham@colliers.com

CONTACT DETAILS

MOB +1 734 674 9505
OFF +1 248 540 1000

Colliers International
2 Corporate Drive, St. 300
Southfield, MI 43560

www.colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

01/2020 – Great Lakes railway Line & Yards - Michigan

City of Dearborn CSO-9 – 23830 Michigan Avenue, Dearborn, MI

Loss of Dev. Rights for Subsurface Easement – Accepted by Courts – No Challenge

City of Troy – 1250 Wattles Road and 13 other parcels, Troy, MI Temporary &
Permanent Easement for Road & Drainage Development – No Challenge

Willy's Overland Lofts to Detroit Historic Preservation Willis St., Detroit, MI Donation
of Development Rights for IRS Use – No Challenge

Michigan DNR – Former Nike Missile Silo Site Loss of Value due to Proposed
Development Rights Agreement – No Challenge

Eagle Development to Portage County Road Commission (Abeska Law) Eagle
Point, Eagle Lake Road, Edwardsburg, MI
Value Diminution based on Loss of Riparian Rights – No Challenge

EXPERT WITNESS TESTIMONY

Washtenaw County Circuit Court

Lenawee County Circuit Court

Michigan Tax Tribunal

Lenawee County Probate Court

Speaker – 1994 - Lenawee County Board of Realtors – Easements & Takings

Consulting Appraiser – Penobscot Building in Detroit CBD

Recent Testimony

United States Bankruptcy Court – Eastern District of Michigan, Southern Division

Case No. 17-52483 – Chapter 11

September 13, 2017

In re: Packard Square, LLC

Multifamily

Recent Expert Witness Case

State of Michigan Kalamazoo County Circuit Court

DBD Kazoo, LLC vs. Western Michigan, LLC et al.

Student Housing

Retained as Expert Witness in the following courts since 1985

Lenawee County Circuit Court - Michigan

Jackson County Circuit Court – Michigan

Washtenaw County Circuit Court – Michigan

Kalamazoo County Circuit Court – Michigan

Publications

5/30/2015 - LinkedIn & CIVAS Quarterly Magazine – The Case of the Overvalued Hotel

5/31/2015 - LinkedIn – Appraisal Expert Witnesses & Airline Pilots

9/21/2015 – LinkedIn - Maximizing Hotel Revenue – And Appraised Value

12/8/2016 – LinkedIn – State of the U.S. Market and 2017 Outlook



Indiana Professional Licensing Agency
Real Estate Appraiser Licensure Board
402 W. Washington Street, W072
Indianapolis, IN 46204

Appraiser Temporary Permit

License Number	Expire Date
TP22200820	09/16/2023

David John Abraham

Eric J. Holcomb
Governor
State of Indiana

Lindsay M. Hyer
Executive Director
Indiana Professional Licensing Agency



Indiana Professional Licensing Agency
402 W. Washington Street, W072
Indianapolis, IN 46204

Appraiser Temporary Permit

License Number	Expire Date
TP22200820	09/16/2023

David John Abraham

Signature _____



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- Tax Assessment Appeals
- Rebuttal
- Appraiser Standard-of-Care (USPAP)
- Forensic Appraisal Review

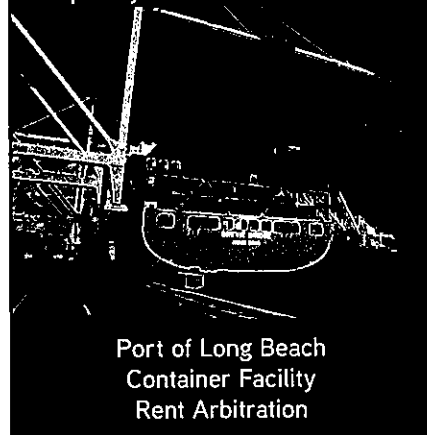
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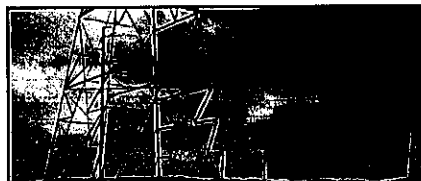
Portfolio of Assignments



Mangrove Property, Regional Transit
Connector Project
Subsurface, Roadway, Utility, and
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Port of Long Beach
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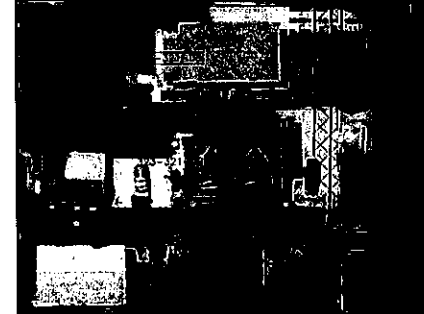
Barren Ridge Renewable
Transportation Project Los Angeles
Department of Water and Power



Pebble Beach Single Family Residence
Overholtzer v. No. Counties Title Ins. Co.
Diminution-in-value Analysis



Santa Monica Bergamot Arts Center
Expo Line Phase 2
Partial Taking of Building & Easement



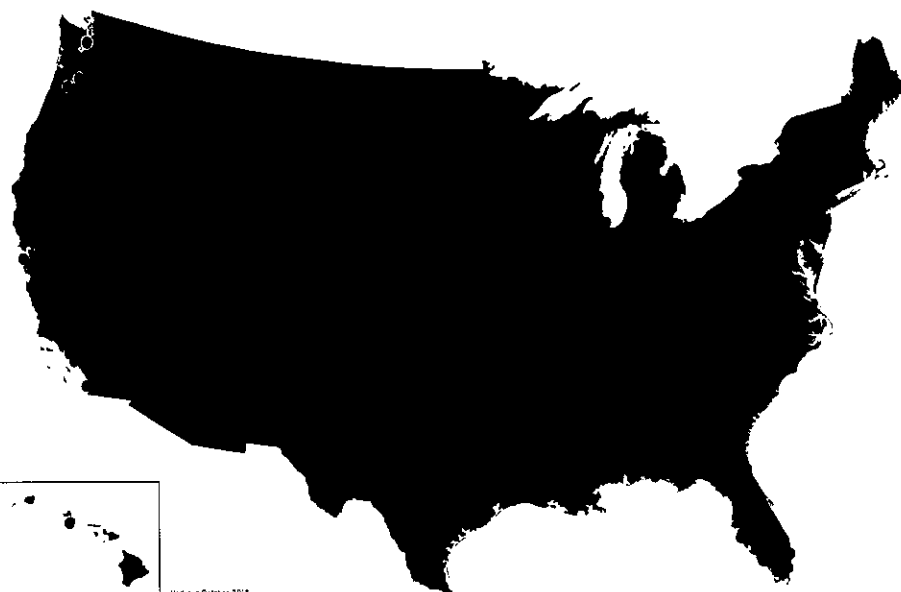
Valencia Avenue
Street Widening

Litigation Support

Project Lead



David Abraham, MAI, SRA
Associate Managing Director
+1 248 226 1872 Phone
David.Abraham@colliers.com



Hawaii October 2018

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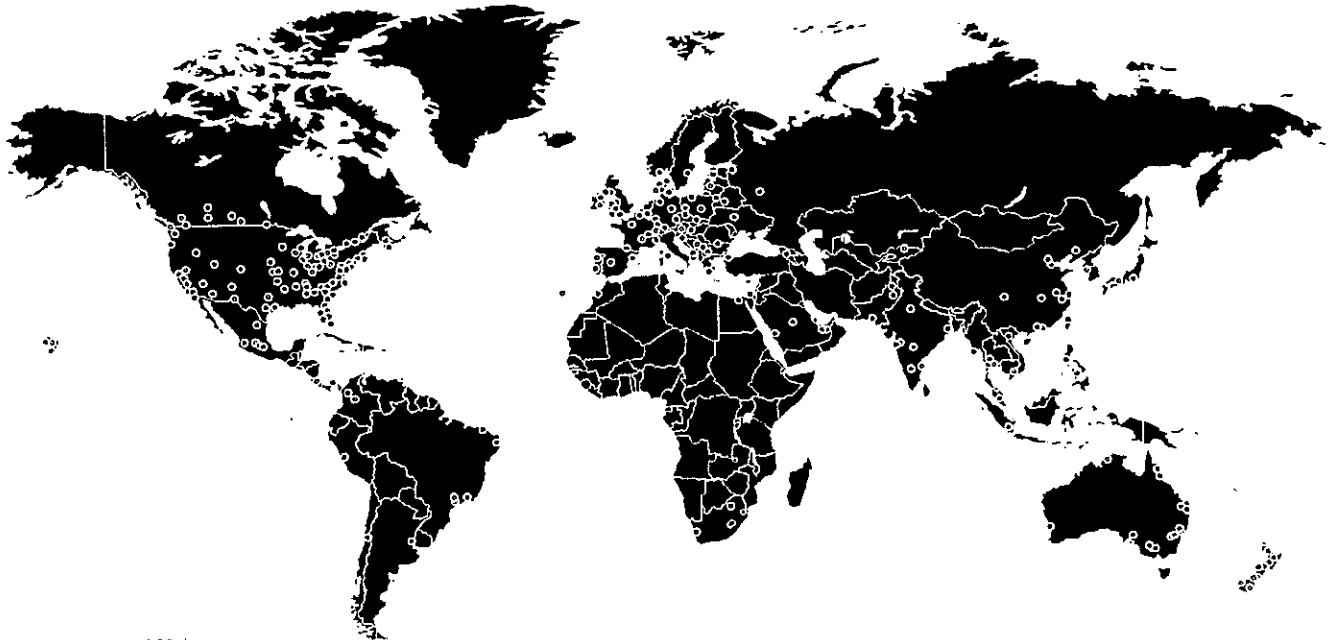
CIVAS Global Stats

CIVAS Staff	
1,238	
ANZ	136
Asia	249
Canada	100
USA	306
Latam	47
EMEA	400

Certified / Licensed Staff	
726	
ANZ	100
Asia	63
Canada	50
USA	206
Latam	32
EMEA	275

Property Valued	
207,728	
ANZ	13,096
Asia	62,183
Canada	3,978
USA	17,452
Latam	3,485
EMEA	107,534

Value of the Property valued (USD)	
928.4 Billion	
ANZ	94 bn
Asia	368 bn
Canada	58 bn
USA	169 bn
Latam	14.4 bn
EMEA	225 bn



(Global CIVAS Statistics as of 2019)



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Segregated-Cost Analysis

Experience That Counts

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Retail
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Accelerating success.

US Leadership

Jeremy Walling, MAI, MRICS
President | US
Jeremy.Walling@colliers.com
+1 312 371 4920

Quality Enhancement

Jim Murrett, MAI, SRA
Executive Managing Director
Jim.Murrett@colliers.com
+1 716 312 7790

Client Relations & Service

Jerry Gisclair, MAI, MRICS
Executive Vice President
Jerry.Gisclair@colliers.com
+1 813 871 8531

Advisory Services

Bruce Nell, MAI, AI-GRS, MRICS
Executive Managing Director
Bruce.Nell@colliers.com
+1 614 437 4687

Eastern US

PJ Cusmano, MAI, MRICS
Executive Vice President
PJ.Cusmano@colliers.com
+1 813 229 1599

Portfolio Management

AJ Hutson, MAI, AI-GRS
Executive Managing Director
AJ.Hutson@colliers.com
+1 704 973 7202

Western US

Jeff Shouse, MAI, CRE
Executive Vice President
Jeff.Shouse@colliers.com
+1 916 724 5531

Region & Market Leaders

Albuquerque

Conner Marshall, MAI
Sr. Valuation Services Director
Conner.Marshall@colliers.com
+1 505 880 7053

Austin

Jay Lefevers, MAI
Managing Director
Jay.Lefevers@colliers.com
+1 602 770 4530

Atlanta

Leamon Holliday, MAI
Managing Director
Leamon.Holliday@colliers.com
+1 404 892 3526

Baltimore

Zachary Smith, MAI
Associate Managing Director
Zachary.Smith@colliers.com
+1 443 602 8985

Birmingham

Tim Rau, MAI, ASA
Managing Director
Tim.Rau@colliers.com
+1 205 970 6160

Boise

John Campbell, MAI
Sr. Valuation Services Director
John.Campbell@colliers.com
+1 206 965 1129

Boston

Chris Stickney, MAI
Associate Managing Director
Chris.Stickney@colliers.com
+1 617 330 8171

Buffalo

James Murrett, MAI, SRA
Executive Managing Director
Jim.Murrett@colliers.com
+1 716 312 7790

Charleston (SC)

Curt McCall, Jr., CRE, MAI
Executive Managing Director
Curt.McCall@colliers.com
+1 843 442 1915

Charleston (WV)

Douglas S. Butcher
Sr. Valuation Services Director
Doug.Butcher@colliers.com
+1 304 712 8289

Charlotte

Alan McNulty, MAI
Managing Director
Alan.McNulty@colliers.com
+1 704 409 2374

Chicago

Tony Guth, MAI
Managing Director
Tony.Guth@colliers.com
+1 312 602 6159

Cincinnati

Brian Graham, MAI, CCIM
Sr. Valuation Services Director
Brian.Graham@colliers.com
+1 513 200 9735

Cleveland

Jacob Roehl
Senior Valuation Specialist
Jacob.Roehl@colliers.com
+1 303 915 6165

Columbus

Christian Smith, MAI
Managing Director
Christian.Smith@colliers.com
+1 614 437 4684

Dallas

Kyle Knox, MAI
Managing Director
Kyle.Knox@colliers.com
+1 214 217 9335

Denver

Jonathan Fletcher, MAI
Managing Director
Jon.Fletcher@colliers.com
+1 303 779 5500

Destin

Kevin Branton
Senior Valuation Specialist
Kevin.Branton@colliers.com
+1 850 460 1202

Detroit

David Abraham, MAI, SRA
Managing Director
David.Abraham@colliers.com
+1 248 226 1872

Fayetteville

Curt Smith, MAI
Valuation Services Director
Curt.Smith@colliers.com
+1 479 202 5932

Fort Lauderdale

Denise Morales, MAI
Valuation Services Director
Denise.Morales@colliers.com
+1 954 652 4627

Fort Myers

Jacob Hutchings, MAI
Valuation Services Director
Jacob.Hutchings@colliers.com
+1 239 985 8088

Fresno

John Larson, MAI
Sr. Valuation Services Director
John.Larson@colliers.com
+1 559 221 1271

Grand Rapids

Willi Fowler, MAI
Valuation Services Director
Willi.Fowler@colliers.com
+1 616 988 5843

Hawaiian Islands

Bobby Hastings, MAI, MRICS
Managing Director
Bobby.Hastings@colliers.com
+1 808 200 5603

Huntsville

Wesley Pinyan, MAI, CCIM
Valuation Services Director
Huntsville@colliers.com
+1 256 603 7099

Houston

Jay Lefevers, MAI
Managing Director
Jay.Lefevers@colliers.com
+1 602 770 4530

Indianapolis

Tony Guth, MAI
Managing Director
Tony.Guth@colliers.com
+1 312 602 6159

Irvine

John Park, MAI
Sr. Valuation Services Director
John.Park@colliers.com
+1 949 724 1152

Jacksonville

Patrick Phipps, MAI
Managing Director
Patrick.Phipps@colliers.com
+1 904 861 1114

Kansas City

Alex Hoenig, MAI
Associate Managing Director
Alex.Hoenig@colliers.com
+1 816 419 3561

Knoxville

Nelson Pratt, MAI
Managing Director
Nelson.Pratt@colliers.com
+1 865 673 4840 ext. 1

Las Vegas

Evan Ranes, MAI, ASA, R/W-AC
Managing Director
Evan.Ranes@colliers.com
+1 702 836 3749

Lexington

Robert Lancaster, Ph.D.
Sr. Valuation Services Director
robert.lancaster@colliers.com
+1 859 221 7802

Lincoln

Alex Hoenig, MAI
Associate Managing Director
Alex.Hoenig@colliers.com
+1 816 419 3561

Little Rock

Joshua Smith, MAI, MRICS
Managing Director
Joshua.Smith@colliers.com
+1 501 219 8546

Los Angeles

Jeff Shouse, MAI, CRE
Executive Vice President
Jeff.Shouse@colliers.com
+1 916 724 5531

Miami

Ralph Peña, III, MAI
Managing Director
Ralph.Pena@colliers.com
+1 786 517 4855

Milwaukee

Tony Guth, MAI
Managing Director
Tony.Guth@colliers.com
+1 312 602 6159

Minneapolis

Jeff Shouse, MAI, CRE
Executive Vice President
Jeff.Shouse@colliers.com
+1 916 724 5531

Nashville

Patrick Gibson, MAI, CCIM
Executive Managing Director
Patrick.Gibson@colliers.com
+1 615 610 4728

New Orleans

Jason Lindsey, MAI
Valuation Services Director
Jason.Lindsey@colliers.com
+1 504 717 1926

New York

Tony O'Sullivan, MAI, MRICS
Executive Managing Director
Tony.O'Sullivan@colliers.com
+1 212 207 8057

New York (upstate)

Anthony Palma, MAI, MRICS
Sr. Valuation Services Director
Anthony.Palma@colliers.com
+1 518 788 8108

Orlando

Chuck Buhler, MAI, CCIM
Managing Director
Chuck.Buhler@colliers.com
+1 407 362 6155

Philadelphia

Albert Crosby, MAI
Associate Managing Director
Albert.Crosby@colliers.com
+1 215 928 7526

Phoenix

Michael Brown
Associate Managing Director
Michael.Brown@colliers.com
+1 602 222 5166

Pittsburgh

Bruce Nell, MAI, AI-GRS, MRICS
Executive Managing Director
Bruce.Nell@colliers.com
+1 614 437 4687

Portland/Vancouver

Jeremy Snow, MAI
Managing Director
Jeremy.Snow@colliers.com
+1 503 542 5409

Raleigh

Alan McNulty, MAI
Managing Director
Alan.McNulty@colliers.com
+1 704 409 2374

Reno

Rebekah Dunn, MAI
Sr. Valuation Services Director
Rebekah.Dunn@colliers.com
+1 916 724 5508

Richmond

Bruce Nell, MAI, AI-GRS, MRICS
Executive Managing Director
Bruce.Nell@colliers.com
+1 614 437 4687

Sacramento

Scott Shouse, MAI
Managing Director
Scott.Shouse@colliers.com
+1 916 724 5532

Salt Lake City

Kelly Tate, MAI
Sr. Valuation Services Director
Kelly.Tate@colliers.com
+1 385 249 5444

San Diego

Rob Detling, MAI
Managing Director
Rob.Detling@colliers.com
+1 858 860 3852

San Francisco

Vathana Duong, MAI
Managing Director
Vathana.Duong@colliers.com
+1 415 288 7854

San Jose

Jeff Shouse, MAI, CRE
Executive Vice President
Jeff.Shouse@colliers.com
+1 916 724 5531

Sarasota

Justin Butler, MAI
Managing Director
Justin.Butler@colliers.com
+1 941 210 5004

Seattle

Reid Erickson, MAI
Executive Managing Director
Reid.Erickson@colliers.com
+1 206 965 1106

St. Louis

Kate Spencer, MAI
Managing Director
Kate.Spencer@colliers.com
+1 602 222 5166

Tampa

Ryan Tolle, MAI, MRICS
Vice President
Ryan.Tolle@colliers.com
+1 813 871 8510

Washington DC

John Farrell, MAI, AI-GRS
Managing Director
John.Farrell@colliers.com
+1 212 242 5487

Practice Group Leaders

Agriculture

Ben Slaughter, ARA
Managing Director
Benjamin.Slaughter@colliers.com
+1 559 256 0156

Healthcare

Justin Butler, MAI
Managing Director
Justin.Butler@colliers.com
+1 941 210 5004

Manufactured Housing

Bruce Nell, MAI, AI-GRS, MRICS
Executive Managing Director
Bruce.Nell@colliers.com
+1 614 437 4687

Self-Storage

Jeff Shouse, MAI, CRE
Executive Vice President
Jeff.Shouse@colliers.com
+1 916 724 5531

Kate Spencer, MAI

Managing Director
Kate.Spencer@colliers.com
+1 214 558 9953

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

REPUBLIC SERVICES OF
INDIANA, LIMITED
PARTNERSHIP,

Plaintiff,

-vs-

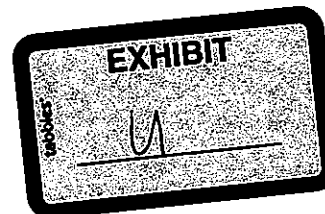
COE HEATING & AIR
CONDITIONING, INC., and
GAS-FIRED PRODUCTS, INC.,
d/b/a SPACE-RAY,

Defendants.

Case
No. 1:21-CV-00108

The remote Zoom deposition of KENNETH
M. ITLE, M.A., called for examination, taken pursuant
to the Federal Rules of Civil Procedure of the United
States District Courts pertaining to the taking of
depositions, taken before CAROLYN J. HAWKES, C.S.R.,
within and for the County of Boone and State of
Illinois, on the 16th day of February, 2023, at 10:00
a.m. CST.

Job No. CS5695674



1 day on site.

2 Q. Okay. When were you first contacted in
3 connection -- sorry, about this case?

4 A. It would have been prior to that May site
5 visit, so I'd have to go back and check, but around
6 April, I guess, April of 2020.

7 Q. And do you remember who first contacted you
8 about the case?

9 A. I believe it was Kevin Morrissey of Lewis &
10 Kappes.

11 Q. That was an attorney that was working on the
12 case early in the case, right?

13 A. Correct. They passed it off to Jim Zoccola.

14 Q. I do not have the emails in front of me.
15 You're more than welcome to look at your emails about
16 this case if it helps you answer some of these
17 questions. What specifically were you asked to do in
18 connection with this case?

19 A. So my role was to develop a cost estimate for
20 what it would take to build essentially a new version
21 of the building that had the fire, matching its basic
22 layout and function and quality of materials.

23 Q. And is that what you did?

24 A. Yes.

1 Q. You were not asked to calculate a fair market
2 value of the structure, say the value of it the day
3 before the fire?

4 A. No.

5 Q. You were not asked to perform a cost analysis?

6 A. No.

7 MR. ZOCCOLA: Objection to form. You can
8 answer. Ken, you can answer.

9 BY THE WITNESS:

10 A. No, that's not -- it's not exactly -- no. I
11 was doing a cost estimate for a new building.

12 BY MR. GARDNER:

13 Q. Yeah, so because this is your first
14 deposition, I'll tell you that from time to time
15 attorneys make objections. They're not ruled on
16 today. We don't -- I've only done it I think twice
17 in 36 years. We don't call the judge up and ask for
18 rulings. They're preserved for another day. So
19 don't let it throw you off course.

20 But if an attorney is making an objection,
21 if Jim Zoccola is making an objection, you'll want to
22 stop talking until he finishes the objection. It
23 makes it -- that's another thing, it makes the court
24 reporter's job easier.

1 BY MR. GARDNER:

2 Q. In other words, you'll concede that's outside
3 of your area of expertise to do that?

4 A. Yes. I would not -- I would not know how to
5 approach that.

6 Q. Okay. And to be clear, in this case you have
7 not calculated any fair market value of the structure
8 prior?

9 MR. ZOCCOLA: Asked and answered.

10 BY THE WITNESS:

11 A. Yeah, to reiterate, I have developed a cost
12 estimate for constructing a replica of the building.

13 BY MR. GARDNER:

14 Q. Right. A brand new building, correct?

15 MR. ZOCCOLA: Objection to form.

16 BY THE WITNESS:

17 A. Correct.

18 BY MR. GARDNER:

19 Q. And you did not --

20 A. Correct.

21 Q. -- do any depreciation off of your brand new
22 building construction estimate, did you?

23 MR. ZOCCOLA: Objection to form.

24 BY THE WITNESS:

1 including the staff break room and the locker room;
2 right?

3 A. Correct.

4 Q. Okay. In your first report, which I've marked
5 as Exhibit RRR today -- and we're not going to really
6 go through it because you prepared a supplemental
7 report, and your first report was dated July 29,
8 2020 -- your total cost, including permits and
9 professional fees, et cetera, was \$2,255,000;
10 correct?

11 A. Correct.

12 Q. On page 3 of your final report, dated
13 November 17, 2022, Exhibit MMM, you have an opinion
14 of cost. Just tell me when you're there, Ken.

15 A. Okay. Got it.

16 Q. You wrote: Based on the above assumptions, we
17 estimate the net construction cost of the replacement
18 building to be \$2,629,713. This total equates to a
19 construction cost of approximately \$184 per square
20 foot. Inclusive of permits and professional fees,
21 estimated at 5 percent construction cost, the total
22 project cost of \$2,761,899; right?

23 A. Correct.

24 Q. So roughly it went up by just over half a

1 million dollars compared to the report from two years
2 previous?

3 A. Correct.

4 Q. And I think you explained that -- I'm trying
5 to see where you explain that at. Wait a second.

6 I think you explained the roughly half a
7 million dollar increase, in your opinion, as to the
8 cost of new construction on the bottom of the first
9 paragraph of page 1 of Exhibit MMM. Just let me know
10 when you're there.

11 A. Yes.

12 Q. You wrote here on November 17, 2022: An
13 initial cost estimate was prepared by Wiss, Janney in
14 July 2020. The attached revised cost estimate
15 includes updated assumptions related to the building
16 finishes, equipment, and furnishings, as well as
17 updated unit cost to reflect changes in the
18 construction industry since 2020.

19 Those are the reasons why your ultimate
20 opinion as to the total cost to rebuild a brand new
21 structure that for all intents and purposes
22 replicated the old structure, that's why the cost
23 went up. Those are the reasons, right?

24 MR. ZOCCOLA: Objection to form.

1 STATE OF ILLINOIS)
) SS:

2 COUNTY OF B O O N E)

3 I, Carolyn J. Hawkes, Certified
4 Shorthand Reporter within and for the County of Boone
5 and State of Illinois, do hereby certify that,
6 to-wit, on the 16th day of February, 2023, appeared
7 remotely before me KENNETH M. ITLE, M.A., witness
8 produced on behalf of the plaintiff in a certain
9 cause now pending and undetermined in the United
10 States District Court, Northern District of Indiana,
11 Fort Wayne Division.

12 I further certify that the said KENNETH
13 M. ITLE, M.A., was by me first remotely duly sworn to
14 testify the truth, the whole truth, and nothing but
15 the truth in the cause aforesaid; that the testimony
16 then given by said witness was reported
17 stenographically by me, in the presence of the said
18 witness, and afterwards reduced to typewriting; and
19 the foregoing is a true and correct transcript of the
20 testimony so given by said witness as aforesaid.

21 I further certify that signature to the
22 deposition was reserved by agreement of counsel for
23 the respective parties.

24 I further certify that MR. JAMES E.

1 ZOCOLA and MR. THOMAS JONES appeared on behalf of
2 the plaintiff and MR. MARTIN J. GARDNER and MR. BEN
3 KATCHUR appeared on behalf of the defendants.

4 I further certify that I am not counsel
5 for nor in any way related to any of the parties to
6 this cause, nor am I in any way interested in the
7 outcome thereof.

8 In testimony whereof I have hereunto
9 set my hand this 2nd day of March, 2023, A. D.

10
11
12 
13

14 Carolyn J. Hawkes
15 Certified Shorthand Reporter
16 Boone County, Illinois

17
18
19
20
21
22
23
24
CSR No. 084-003296.